

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, December 16, 2013
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. PRESENTATION
 - A. Grosse Pointe Public Schools Technology Millage
 1. Letter 12/05/13
 2. Grosse Pointe Public School System Technology Bond Proposal
 3. GPPSS Technology Bond FAQ
7. APPOINTMENTS
 - A. Beautification Commission (Mayoral)
 1. Reappointments (4)
 2. Vacancy (1)
 - B. Citizens Recreation Commission (Council)
 1. Reappointments (3)
 - C. Community Tree Commission (Mayoral)
 1. Reappointments (2)
 2. Vacancy (1)
 - D. Historical Commission (Mayoral)
 1. Reappointments (3)
 2. Vacancy (1)
 - E. Local Officers Compensation Commission (Mayor)
 1. Reappointment (1)
 - F. Planning Commission (Mayoral)
 1. Reappointments (2)
 2. Vacancy (1)
 - a. Biographical Sketch – Michelle Harrell
 - b. Letter 01/09/12, w/attachment – M. Harrell
 - G. Senior Citizens Commission (Mayoral)
 1. Reappointments (3)
 2. Vacancies (2)
 - a. Biographical Sketch – Rebecca Palen
 - H. Construction Board of Appeals (Mayoral)
 1. Reappointment (2)
 - I. Pension Board (Mayor)
 1. Reappointment (1)
 - J. Building Authority (Council)
 1. Vacancy (1)
 - K. Mayoral Appointments – Council Members to

Commissions/Committees/Boards/Organizations

1. Beautification Commission
2. Citizens Recreation Commission
3. Community Tree Commission
4. Historical Commission
5. Local Officers Compensation Commission
6. Planning Commission
7. Senior Citizens Commission
8. Ad Hoc Labor Negotiations Committee
9. Compensation & Evaluation Committee
10. Construction Committee
11. Finance Committee
12. Fireworks Committee
13. Mack Avenue Business Study Committee
14. Public Relations Committee
15. Ad Hoc Public Safety Committee
16. Grosse Pointe Chamber of Commerce

L. Council Appointments – Council Members to
Boards/Organizations

1. Pension Board
2. Grosse Pointes-Clinton Refuse Disposal Authority
 - a. Representative
3. Wayne County Community Development
Advisory Council
 - a. Representative
 - b. Alternate
 - c. Planning Committee

8. MINUTES

- A. Council 12/02/13
- B. Committee-of-the-Whole 11/25/13, 12/09/13
w/recommendations:
 1. Pool heaters
 2. Employee Handbook
 3. Employee Agreement

- C. Planning Commission 10/22/13
- D. Tree Commission 10/02/13

9. COMMUNICATIONS

- A. 2012 SRF Program – Sectional CIPP Lining Sanitary
Sewer Repair Contract Cancellation/Award
 1. Memo 12/05/13 – City Engineer
 2. Memo 12/11/13 – City Administrator
 3. City Council Excerpt 07/16/12
- B. Detroit Water and Sewerage Department Water Contract
 1. Memo 12/05/13 – City Engineer
 2. Letter 11/12/13 – City Attorney
 3. Amendment No. 2 to Water Service Contract
- C. 2014 Commission Appreciation Reception

1. Memo 12/13/13 – City Administrator
- D. Resignation – Planning Commission
 1. Letter 12/03/13 – Carroll Evola
- E. FY 2013/14 Budget Amendment
 1. Memo 12/05/13 – City Clerk
- F. Monthly Financial Report – November 2013
10. RESOLUTION
 - A. Wayne County Annual Permit Community Resolutions
 1. Annual Maintenance Permit
 2. Annual Pavement Restoration Permit
 3. Special Events Permits
11. CLAIMS/
ACCOUNTS
 - A. Labor Attorney
 1. Keller Thoma 12/01/13
12. CLOSED EXECUTIVE
SESSION
 - A. DISCUSSION: PENDING LITIGATION.
13. NEW BUSINESS/PUBLIC COMMENT
14. ADJOURNMENT

Lisa Kay Hathaway, MMC
City Clerk

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

<p>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</p>
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**Office of
Superintendent of Schools**

389 St. Clair Avenue
Grosse Pointe, Michigan 48230
Phone: (313) 432-3010
Fax: (313) 432-3002

6A

December 5, 2013

Dear Council Members,

After months of development utilizing input from staff, students, community members and outside consultants through an RFQ process, the final ballot language was approved 5-1 on November 25, for a \$50.2 million technology bond. The election will be February 25, 2014. For the owner of a home with a market value of \$200,000 (taxable value of \$100,000) this will cost \$228 per year or \$19 per month.

Home Market Value	Home Taxable Value	Average Mills	Cost Per Day*	Cost Per Month*	Cost Per Year*
\$200,000	\$100,000	2.2839	63¢	\$19.03	\$228.39
\$300,000	\$150,000	2.2839	94¢	\$28.55	\$342.59

Ballot language, an FAQ document, and the list of infrastructure upgrades and student computing devices are all linked from the front page of the district website www.gpschools.org under *Technology Bond*.

We appreciate the opportunity to briefly address your council and answer any questions you may be fielding from your constituents.

Sincerely,



Dr. Thomas Harwood
Superintendent

EXHIBIT A

**GROSSE POINTE PUBLIC SCHOOL SYSTEM
TECHNOLOGY BOND PROPOSAL**

Shall the Grosse Pointe Public School System, County of Wayne, Michigan, borrow the principal sum of not to exceed Fifty Million Two Hundred Eighty Thousand Dollars (\$50,280,000) and issue its general obligation unlimited tax bonds for the purpose of defraying the cost of:

- remodeling, equipping, furnishing, reequipping and refurnishing existing School District buildings, including security, media center, computer lab, classroom and technology infrastructure improvements;
- acquiring and installing instructional technology equipment; and
- associated site improvements in the School District?

YES

NO

The estimated millage to be levied in 2014 to service this issue of bonds is 2.2839 mills (\$2.2839 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds of this issue is 2.2942 mills (\$2.2942 per \$1,000 of taxable value). The bonds may be issued in multiple series, payable in the case of each series in not to exceed ten years from the date of issue of such series. The debt millage levy required to retire the proposed and outstanding bonds of the School District is expected to be at or below 4.0091 mills.

(Under state law, bond proceeds may not be used to pay teacher or administrator salaries, routine maintenance costs or other School District operating expenses.)

GPPSS Technology Bond FAQ

What is a technology bond proposition?

A technology bond proposition is a request by the school district for voters to approve the sale of bonds, which raise funds to purchase equipment, renovate and/or construct facilities and infrastructure to support the district's technology plan.

Why is a technology bond proposal necessary?

We have computers that are older than the elementary students using them. We have a network that cannot sustain the technological demands of today's classrooms. We have to ask for help to move beyond this. It cannot be accomplished within our existing general budget. The board has chosen to pursue the technology bond proposal because it permits the district to defray the capital cost of its plan for instructional and security technologies and related facilities without using general fund dollars.

When will voters get to decide?

After receiving the RFQs for the architectural technology design, the board of education approved ballot language November 25. Voters in the Grosse Pointe Public School System will be asked if they support a bond issue on **February 25, 2014**, to replace aging district technology and infrastructure to support its Strategic Plan for Continuous Improvement in providing 21st Century Learning. The length of the bond program is 10 years and the amount is not to exceed \$50.2 million. For planning purposes, the original GPPSS proposal was for \$48 million and a two-series bond was proposed. Through the RFQ process the current proposal was developed with the help of Ehresman, Wright & Hunter, and Peter Basso Associates totaling \$50,280,000. The documents posted on the website reflect those figures. Please remember that these are working documents; as the plan continues to evolve we anticipate changes. We will continue to post updates on our website www.gpschools.org and share these with the community at numerous community events throughout the winter.

How much will this cost the average taxpayer?

The district weighed several options to minimize the cost to taxpayers while providing the technological requirements of today's learners and putting the district back on competitive ground with other school systems. Seven and ten year bonds as well as issuing a series of bonds were considered. The most bang for our community's buck was achieved through the series option as shown in the estimates* below using the \$50.2 million figure and based on conservative assumptions including but not limited to: credit market at time of sale, interest and yield rate, discounted or premium bonds, timing of each series, and marketing of bond.

Home Market Value	Home Taxable Value	Average Mills	Cost Per Day*	Cost Per Month*	Cost Per Year*
\$200,000	\$100,000	2.2839	63¢	\$19.03	\$228.39
\$300,000	\$150,000	2.2839	94¢	\$28.55	\$342.59

Why are we asking for fiber when we should use "the cloud" instead?

Cloud storage will continue to be part of the district's storage strategy for student assignments and collaborative digital resources. Multimedia resources such as video curriculum that are large file sizes, make local storage critical to the distribution of digital curricular materials. The digital materials are being accessed all day by thousands of students and teachers simultaneously. Considering Google and other storage providers' recent definition of ownership to data stored in the cloud, confidential data such as human resources, grade books, and other materials also need to be securely stored locally (in-district).

How was this plan developed?

Several committees were formed during the 2012/13 school year, comprised of community members, board members, teachers, technology staff and administrators. For goals of each committee, please see below. A technical assessment of the technological infrastructure and audit of devices (age, location, useful life, etc.) was conducted by an external consultant working with our technology staff for all buildings to outline the needs at each facility and in each department/level. Surveys of teachers and support staff were conducted in June of 2013. A Request for Quotations (RFQ) was issued in September 2013, and from the 7 responses a consortium of Ehresman, Wright & Hunter, and Peter Basso Associates was chosen to work with the administration to develop a proposal to bring before the board. That proposal was presented at a public meeting Monday, November 11. Using input from all of these sources, and acknowledging additional work will be needed from each group as the plan moves forward, the Board determined to finance the capital elements of the next phase of the plan and voted November 25 to place the Bond on the **February 25, 2014** ballot.

What are the committees doing to inform development of the plan?

The *Board of Education Technology Committee* is focused on these goal areas:

- Work with central office administration to review the impact on policy and administrative procedures associated with integration of technology both within and outside of the school setting;
- Review and provide input on proposals for improvement of district technology infrastructure that serves the district now and in the future;
- Review cost analysis and funding sources for implementation;
- Establish district goals that reflect and support the implementation of a visionary technology plan that meets the needs of all students;
- Coordinate with central office administration a schedule of town hall meetings and key stakeholders within the community to establish a shared understanding of instructional technology needs for the district

The *Community Technology Committee* is focused on these goal areas:

- Review and provide input from their perspective (business and educational leaders, local taxpayers) on proposals for improvement of district technology infrastructure that serves the district now and in the future;
- Review cost analysis and funding sources for implementation;
- Review and provide feedback on the Board-established district goals that reflect and support the implementation of a visionary technology plan that meets the needs of all students;
- Coordinate with central office administration a schedule of town hall meetings and key stakeholders within the community to establish a shared understanding of instructional technology needs for the district

External *Consultants* on Infrastructure Needs and Cost Analysis has these tasks:

- Provide sound, experienced, and professional expertise in the field of education to identify and enhance the core needs of the district;
- Assist in the necessary modifications of any plans that fit within the unique physical structures and spaces within the district;
- Effectively analyze and recommend the most cost efficient tools to support the instructional needs of the classroom;

- Align with the future needs of students and educators in the district regarding student/staff resource access, student assessment, and collaborative interaction and communication across the district.

The ***Teacher Technology Learner Task Force*** is focusing on these goal areas:

- Identify appropriate hardware and software needs that enhances the flow of instructional practice and activities for all students;
- Identify, model, and assist all teachers to incorporate the International Society for Technology in Education (ISTE) standards and performance indicators for teachers;
- Analyze results of the teacher and staff technology surveys taken in the spring of 2013 and use that data to inform the technology and related professional development plan;
- Collaborate and develop with the administration a professional development plan that provides differentiated support to all educators in the district;
- Identify funding sources that enhance applications and programs throughout the district.

How is technology going to improve our educational learning environment?

Today's students expect to learn:

- In their own time (not necessarily only 9-3 during the school year)
- At their own pace (this is referred to as differentiation in educational circles)
- Not bound by classroom walls
- With one another (collaboration)
- By doing things that matter to them (real world connections)
 - o Outside the classroom
 - o Virtually
 - o Interactively
 - o With voice and influence (Metiri Group, 2003)

Our strategic Plan for Continuous Improvement judiciously combines the use of technological tools with best practices in education so a more personalized learning can occur. Technology in education addresses these International Society for Technology in Education (ISTE) Standards for Students:

- Creativity and innovation
- Communication and collaboration
- Research and information fluency
- Critical thinking, problem solving, and decision-making
- Digital citizenship
- Technological operations and concepts

Effective technology integration should allow incorporation of Universal Design for Learning principals to help educators customize teaching for individual students.

As a public school district, we compete for students with other public schools, as well as private and charter institutions. Tech-savvy students may leave schools that do not supply these learning tools or families may choose to purchase a home in another district that does. Grosse Pointe will have a competitive advantage, which protects our home values, if by intelligently using technology in our classrooms and business services, we help our students achieve the skills necessary to work and learn in the 21st century.

What are the major features and costs of the technology bond program?

The administration's proposal is a 10-year technology program. Use of the bond proceeds will focus first on **infrastructure** to support increased data flow while establishing building-wide wireless access. As the infrastructure is updated, pilots will be conducted in our own buildings, with our own staff and students to beta-test device solutions and determine what works best at each level and in each building. Many of our buildings are nationally designated historic sites with unique challenges as we implement today's technological tools. To support that, we have also begun to roll-out a tiered professional development plan that utilizes group training (summer, PLC Mondays, after school, professional development days), one-on-one training with technology experts, and videotaped sessions we are archiving online. The second phase will focus on rolling out the student computing devices chosen by level, with built-in refreshes throughout the life of the grant as students move from level to level and based on end of useful life data.

What is the timeframe of the bond compared to the items purchased with these funds?

The administration's bond proposal extends for ten (10) years through a series of bonds. The bond purchases are structured to first focus on **infrastructure**. As the infrastructure is being installed, we will conduct a pilot program through PTO and Grosse Pointe Foundation for Public Education (GPFPE) grant funds on which individual computing devices work best for our GPPSS students' learning needs, by level, in our buildings. In year two, the first round of technology devices will be purchased using market research, data from similar districts, and local pilot project results. Device refreshes are scheduled throughout the life of the grant. Currently, 85% of the district workstations and laptops are 7 to 12 years old, which is older than the average age of our elementary students.

What is our current network capacity?

Our current network is at capacity. At the end of the 2012-13 school year, with online grading systems and reliance on email and internet for both educational and business demands, we were exceeding network capacity and losing internet access regularly at peak hours of 11 a.m.-2 p.m.

What will be the network load of a 1:1 program with tablets, with laptops, with tablet and laptops?

Our first step in the deployment of this bond will be to address the underlying infrastructure so we can accommodate the network load of 1:1 technology as well as the more efficient security and business operations also encompassed in this bond initiative. Our technology staff has carefully studied this and consulted with experts to ensure we are prepared.

In line with the 1:1 program, how will the decision be made on what tablet to roll out?

The district has been carefully reviewing the technology purchases of other school districts and their satisfaction with a number of variables including, but not limited to: flexibility with different learning needs (special education and foreign language are two key examples), suitability for age group, use with different software and online textbooks, damage and loss statistics, and cost. We have been collecting empirical research, visiting other districts, asking colleagues across the state and country, comparing curricular options, and discussing these with representatives from various companies. With the help of the Grosse Pointe Foundation for Public Education (GPFPE), we have also been piloting several different tablet options within our own GPPSS classrooms (iPads, Netbooks, Nooks, etc.). The pilot programs will continue through the 2013-14 school year. As the first bond purchases must be directed to the infrastructure of our network, we have time before the final tablet decision is made. The proposed bond budget will accommodate any of the frontrunners.

Why has it been decided that iPads are the standard device to be given to students?

That decision has not yet been made. As described above, we continue to investigate our options.

The current estimated price is \$500/device. Does this take into account the increase in price per device over the life of the bond based on inflation and further generations of the device?

Yes. However, please note: the per unit price for desktops and laptops (as delineated in the draft proposal after the RFQ process) is \$1200, while the student computing devices remain at \$500.

If mobile devices are given, will protective cases be given as well?

The district has carefully considered this and the \$500/student device budget accommodates protective cases. It is also important to remember that our GPPSS families have a tradition of protecting our educational resources (textbooks, desks, etc.) and we see no reason why this technological resource would be any different.

What are the different options being looked at for the new security camera system, and who is advising on the best system, and best implementation of this system.

One of the permitted expenses within a technology bond is security hardware and software. The district continues to meet regularly with representatives from each of the municipalities to review and update our safety plan and discuss high and low-tech tools that help with those procedures. In addition, the district used a grant through Wayne RESA (Regional Educational Service Agency) to work with a security specialist. That security company (Recon Management) met with all of our administrators regarding the people factors and processes we can adjust to increase security (always lock doors of rooms not in use, use buzzer systems, know the security plan, run through common options, discuss placement of cameras for security versus loss prevention). That same company then completed a walkthrough of every school building and its grounds in the spring of 2013 and provided written recommendations specific to each school campus. That company does not sell any equipment or service beyond the audit. However, recommendations are available through our network of school districts. Per state law and local practice, any purchases above \$21,000 will go through a bidding process and to the board of education for approval.

Our security technology being proposed is to help monitor entrances, hallways, stairways, parking lots, playground and athletic fields. Many of our buildings are open to the public for before and after school activities for students and adults. The additional networked cameras will assist our administrators, public safety officials and insurance claims when investigating vandalism and student issues, as well as provide an added deterrent for undesirable activities. The quality of the images will be much improved and the areas of coverage will be significantly expanded, leading to a more safe and secure learning environment.

The original equipment list includes new technology like 3-D printers. Do you recognize the additional peripheral costs such as materials? The material for a 3-D printer could cost \$50/kg.

Please note: multifunction printers and copiers were removed from the proposal at the November 11 meeting. However, the district recognizes such ancillary costs in its budget planning and will first seek opportunities for partnerships with local businesses and institutions. Remaining costs will be built into our general budget which can and will continue to accommodate those needs. The bond would supplement not supplant our technology and materials budget. What we cannot afford currently is the equipment upgrade. Each piece of equipment was added to the proposed bond budget in response to classroom requests, security opportunities, or office efficiencies we cannot currently accommodate but truly feel will impact the quality of education and service we provide our constituents.

Is there money included in this to accommodate that OS changeover and technology upgrade to accommodate the new OS.

We recognize that with the new life-cycle of Microsoft Windows products, all existing versions of Windows will be no longer supported, even in an extended role, by 2023. Our current equipment cannot handle the software upgrades that exist today. The district will continue to analyze best options as we work through this, acknowledging that there must always be flexibility when planning for technology as new hardware and software are continuously developed. Future technology selected by the district may not be a Microsoft product, but we will be prepared for migration to future operating software versions.

Windows XP will lose extended support on April 8, 2014. What is the plan for changing OS this year, to avoid security lapse and make the best choice of the new OS, Windows 7, 8 or Mac OS.

Our current equipment cannot handle the software upgrades that exist today to move beyond XP. Although our annual support agreement with Microsoft ensures that we have access to the most current version of operating software, we do not have the funds to replace all the equipment necessary to run the latest version in all of our classrooms and offices. Our district servers have been upgraded to the latest versions of Microsoft which will allow us to begin the migration of compatible computers to the Windows 7. The district is doing everything it can, within a balanced budget, to meet the needs of today's learners and educators, but to move beyond where we are now will require additional funds.

Microsoft support for Windows XP ends April 2014. We can continue to run Windows XP indefinitely without support. End of support does not mean the end of useful life. We keep "hackers" out of the district network using our CheckPoint firewall, which is current and was replaced in 2012. We also prevent unauthorized access through our secure login and by Microsoft group policies. This prevents users from installing unauthorized programs or changing network settings. The anti-virus software was replaced by Microsoft ForeFront software this summer (2013) which prevents computer viruses and malware from being installed on the network. Critical data is stored on file servers that run Microsoft server software, not Windows XP. Windows XP is only the desktop and laptop software on devices connected to the network. Our server software is constantly updated with critical security patches from Microsoft. We also upgraded our servers to Microsoft server 2008 this summer (2013), to prepare for migration to Windows 7 and to keep pace with Microsoft development.

What metrics will be used to evaluate potential software?

The metrics used to evaluate software will include but not be limited to:

- Anticipated lifecycle of the software
- Initial deployment cost
- Upgrade and licensing costs
- Constraints based on existing devices
- Software support cost
- Data security
- Data portability
- Network requirements
- Value added to our educational, security or business process
- Optimization for use with mobile devices
- Multilingual support
- Multiple location support
- Inter-operability with other software
- Typical resources required for data migration
- Access to professional development

Will there be a standard number of quotes from different vendors presented before a final recommendation is made?

The district works diligently providing a transparent bidding process for all purchases. All purchases above \$21,000 are required to go through the bid process and are brought before the Board of Education at our televised and webcast board meetings, and all documents are posted online at www.gpschools.org. We encourage our community to come to board meetings, watch them on TV or online, and explore the detail provided on our website.

How will the unions react to extra training on new technology?

The district employs professionals who demonstrate a commitment to continuous learning and work every day to enhance the learning environment we provide our students. We have sought input from employees including surveys for classroom teachers and all other staff. A teacher group of our most technologically literate educators is also providing insight into the bond planning process. We also are developing a group of community leaders to provide insight into the process from their unique perspective, whether that be in higher education, business, or competition with private schools and other school districts. This is an initiative that can only be successful with the support of all staff, parents and community members.

Are all students ready for an all digital learning environment? No, and we won't ask that of them. The GPPSS works to meet the needs of every student, every day. This requires a well-rounded and multi-faceted approach to learning. The digital upgrades this bond will allow would enrich our learning environment, spark student interest and creativity, assist in establishing more opportunity for project-based learning, and better prepare students for continued learning in higher education and the workforce. We will continue to do what we do well, but this will be a powerful tool in our tool belt.

Do our implementation objectives match our education objectives?

Yes. Each proposed purchase is directly tied to the district's strategic *Plan for Continuous Improvement* which is posted on our website www.gpschools.org.

What do we want, but don't have?

We want an infrastructure that can support the needs of today's learners. We want hardware and software that assists that learning process, unlike the antiquated machines and software we are now using in classrooms and for business purposes. We want to be competitive with the other school districts when parents are determining where to live and send their child to school. We want to better prepare students for the technological demands of higher education and the workforce.

What do we have and want to keep?

We want to keep our focus on learning, and we want to keep our community's trust that we are wisely spending the funds allocated to us to better prepare tomorrow's leaders and to protect our constituents' investments in this community. Property values are directly tied to the quality of our public school system. This is an investment in that quality.

What don't we have and don't want?

While we recognize this is the third of four key questions related to the Japanese principle of "Poka-yoke" a term that means "mistake-proofing," our planning efforts focused on educational, security, and business efficiency needs, not a wish-list of unnecessary things.

What do we have but don't want?

We have computers that are older than the elementary students using them. We have a network that cannot sustain the technological demands of today's classrooms. We have to ask for help to move beyond this. It cannot be accomplished within our existing general budget.

Will money from the Tech Bond be used to pay teacher salaries and benefits?

No. School districts are not allowed to use funds from a bond issue for operating expenses such as teacher, administrator, or employee salaries. Bond funds must be kept separate from operating funds. Aside from initial purchased services for installation and data transfer, staffing is not a permitted expense. However, the district recognizes the scope of this initiative will require additional GPPSS staff which will be paid for through the general operating budget. We are carefully weighing how many are needed for this to be successful and what budget concessions will be required from other areas in order to meet this need.

Why can't this be paid for with General Operating Budget Funds?

Since the 2007-08 school year, we have reduced our annual operating budget by over \$5.3 million. We have minimized costs by delaying purchases or purchasing refurbished machines. The district has spent down fund equity from a high of \$22 million to under \$10 million last year triggering our unique salary formula that deducts from every employee in the district until we reach that agreed-upon \$10 million minimum needed for good credit. The latest audit was presented in November 2014 and the fund equity is now just over \$2 million. Because of limitations on revenues for the general fund operating budget and the lack of alternate resources, the Board and administration together chose to keep funds focused on direct instruction as we maintained a balanced budget. While we were able to protect programs and class sizes, technology was an area that saw drastic reductions. We have reached a critical point where the technology we have is insufficient to meet the needs of today's learners.

Why bond now?

Interest rates on school bonds remain at historically low levels. When interest rates are lower, the overall cost of financing the improvements is lower. A lower interest rate may allow for a lower millage rate or reduce the time period for retiring the bonds.

Do you have a documented implementation methodology?

We continue to study the recent deployment of similar devices in other school districts (Ann Arbor, Chippewa Valley, Farmington, Fraser, Romeo, etc.) as well as businesses (health systems). We are working with Bruce Umpstead, State Director of the Office of Education Improvement and Innovation and glean insight from him and his staff. As described above, the first phase of the bond will focus on infrastructure. During that time we will provide staff development and continue to develop and refine our deployment strategy. Deployment will be tied to the summer student registration process and will include but not be limited to:

- Registration and configuration of devices
- Student and parent signatures on an updated technology code of conduct that includes fiscal and physical responsibility for the equipment and use
- Distribution of equipment
- Opportunity to purchase related optional equipment at reduced prices through economy of scale (cases, headphones, etc. as we do gym uniforms and rental of instruments)
- A written plan with district contact information should there be problems (loss, damage)

How will you mitigate risk?

We will use good planning to mitigate as much risk as possible and we will learn from each new challenge. We have spent a year analyzing our current hardware, software, network and professional development. We have spent the last three months gathering insight from our own staff, from experts across the state and country, and

from research and site visits. We will spend the next year rolling out the plan we have developed for professional development and our pilot project for hardware within GPPSS.

How will you define success?

We will define success as we always have – are we preparing students for the challenges they will face in continuing education and the workforce? That is the summative assessment for all we do. Our formative assessments include performance on MEAP, NWEA, classroom and common assessments. We also analyze student engagement through participation in class, attendance, and surveys of teachers, students, parents and community members. We look at acceptance into colleges and universities and are gathering alumni data on how well we prepare students for lifelong learning. This technology bond would provide additional tools for us to meet the 24/7 educational needs of today's student, but it does not change our vision:

Every student. Every day.

How can I learn more?

We encourage you to submit additional questions to rebecca.fannon@gpschools.org and will continue to update this FAQ with those. We continue to update and post documents on the district website www.gpschools.org under the **Technology Bond** quick link. Thank you for taking the time to educate yourself on this technology proposal.

MEMO

TO: Lisa Hathway
 FROM: Betty Ahee
 RE: Citizen appointments to Commissions and Boards
 DATE: 12-06-13
 Mayoral Appt. – Shaded Council Appt. - Unshaded

Appointed by	Authority	Commission/Board	Name	Address
Mayor	City Code Sec. 14-42; 3-yr staggered term; 15 members	Beautification Commission	Hage, Philip J.	21890 Van K. Dr. GPW
			Janowski, Dennis	1070 North Oxford GPW
			McCarthy, Debra	20045 E. Ballantyne Ct. GPW
			Sauter, Carol	581 Rosedale Ct. N GPW
			Vacancy (12/31/14)	
Council	By-Laws; 9 members; 3-yr staggered terms	Citizens Recreation Commission	Babcock, Bill	1769 Anita GPW
			Jerger, D.D.S., Thomas	470 Oxford GPW
	"	"	York, Amanda	2111 Beaufait Dr. GPW
Mayor	By-Laws; 11 members; 3-yr staggered terms	Community Tree Commission	Groschner, Peter K.	19759 Holiday Road GPW
	"	"	Pegg, Russell	1330 South Oxford GPW
			Vacancy (12/31/13)	



Appointed by	Authority	Commission/Board	Name	Address
Mayor	Council Resolution 8-29-79, 3-yr. Staggered term, 11 members	Historical Commission	Harkenrider, Delmar	1620 Prestwick Road GPW
			Kent, Suzanne D.	1992 Fleetwood DR, GPW
			Millies, Lynne	1749 Prestwick GPW
			Vacancy (12/31/14)	
Mayor	City Code 2-251, 5-yr. Staggered term, 5 members	Local Officers' Compensation	McMullen, George	1382 Hollywood GPW
Mayor	Section 2-441 City Charter, 3-yr. Staggered term, 9 members	Planning Commission	Gilezan, Grant P.	1213 Sunningdale GPW
			Rozycki, Richard	20062 E. Ballantyne Ct. GPW
			Vacancy (12/31/13)	
Mayor	11 members; 7 – general community –3-yr terms; 4-senior groups & community interest groups- 1-yr term	Senior Citizens' Commission	Hyduk, Mary	19766 Wedgewood Dr. GPW
			Vacancy (Lawlis, Walter resigning)	
			Wehrmann, Ronald E.	2041 Norwood GPW
			Witt, Donald	1658 Anita GPW
			Vacancy (12/31/14)	

Appointed By	Authority	Commission/Board	Name	Address
Council	City Charter 9.6; 6 members; 3-yr staggered term	Board of Review	None	
Mayor	M.C.L. 125.1514 3-7 members; 2-yr. staggered term	Construction Board of Appeals	Kiehler, Walter	533 Hawthorne GPW
			Vitale, John A.	20771 Wedgewood GPW
Mayor	City Code Sec. 86-241; 3 members; 3-yr. staggered term	Downspout Board of Appeals	None	
Mayor	Section 2-286, City Code "Retirement System"; 3-yr. staggered term	Pension Board	Zarb, Gary	682 Anita GPW
Council	Articles of Incorporation of 1992; 3 members; 3-yr. staggered term	Building Authority Committee	Vacancy (12/31/14)	
Mayor		Fireworks Committee	None	
Mayor		Mayor's Mack Ave. Business Study Committee	None	



CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

<input type="checkbox"/> Beautification Commission	<input type="checkbox"/> Board of Canvassers
<input type="checkbox"/> Board of Review	<input type="checkbox"/> Building Authority
<input type="checkbox"/> Citizens' Recreation Commission	<input type="checkbox"/> Community Tree Commission
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Downspout Board of Appeals
<input type="checkbox"/> Fireworks Committee	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Local Officers' Compensation Commission	<input type="checkbox"/> Mack Avenue Business Study Committee
<input type="checkbox"/> Pension Board	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Senior Citizens' Commission	<input type="checkbox"/> Other:

NAME: Michelle C. Harrell

ADDRESS: 1301 Yorktown Street, Grosse Pointe Woods, MI 48236

TELEPHONE: Home: (313) 549-6121 Office: (248) 827-1862

E-Mail: mharrell@maddinhauser.com

OCCUPATION: Attorney

OF YEARS RESIDENT OF GROSSE POINTE WOODS: 11 1/2 years

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

Resident: Attorney: Please see attached

EDUCATION: Grosse Pointe North; University of Detroit; Wayne Law School

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: Please see attached

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD:

Please see attached

Signature of sponsor

Michelle C. Harrell
Signature of applicant

Date:

1-9-12

Return to Clerk's Office

MICHELLE C. HARRELL
1301 Yorktown Street
Grosse Pointe Woods, Michigan 48236
(313) 549-6121

RECEIVED

JAN 12 2012

CITY OF GROSSE PTE. WOODS

January 9, 2012

VIA HAND DELIVERY

Mayor Robert E. Novitke
c/o Ms. Lisa K. Hathaway, City Clerk
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

RE: Planning Commission Vacancy

Dear Mayor Novitke:

I am very interested in being appointed to the City's Planning Commission. Enclosed is my Biographical Sketch.

After having aspired to move into the Grosse Pointe community for many years, I have now been a resident of Grosse Pointe Woods for 11 ½ years. I lived in Harper Woods from 1973-2000, but graduated from Grosse Pointe North High School in 1984 because we lived in the Grosse Pointe School District. I value and appreciate the character, appearance, value and history of the Grosse Pointe Woods community and would strive to maintain it. I am an experienced real estate, land use, zoning and business attorney, and believe that I can provide valuable input and insight into the review and decisions to be made by the Commission.

Thank you very much for your consideration.

Very truly yours,



Michelle C. Harrell

Enclosures

Michelle C. Harrell

Attachment to Biographical Sketch and Statement of Interest
For Planning Commission Application
January 9, 2012

Why would I be an asset to the Planning Commission? What personal skills or expertise do I have relative to the Planning Commission?

- I have been a resident of Grosse Pointe Woods for 11 ½ years. Prior to that time, I had been hoping to live there for many, many years. I value and appreciate the character, appearance, value and history of the Grosse Pointe Woods community and would strive to maintain it. I have three sons, ages 25, 22 and 18. My boys attended Grosse Pointe Public Schools from kindergarten through high school. My oldest son, Andrew, graduated from Grosse Pointe North in 2005. My middle son, Aaron, graduated from Grosse Pointe South in 2008. My youngest son, Adam, currently attends Grosse Pointe North and is a senior this year. I enjoyed my sons' graduation and attendance at Grosse Pointe North very much because I graduated from Grosse Pointe North in 1984.
- I am very familiar with Grosse Pointe Woods and its surrounding areas. Prior to purchasing our home in Grosse Pointe Woods, I grew up in Harper Woods. Our family moved there in 1973 when I was 7 years old. I attended St. Peter the Apostle Elementary School and then Grosse Pointe North. We were very fortunate to have the benefit of living within the Grosse Pointe school district so that I could enjoy a Grosse Pointe schools education. As I attended Grosse Pointe schools and lived in the area, I socialized with my friends in the Pointes and spent most of my formative years in the Grosse Pointes. When I first married, we bought a home in Harper Woods in 1994 near my parents, but my goal was to one day live in Grosse Pointe because I admired the beautiful homes and community and it was the perfect place to raise a family. Although it took me 6 years to graduate from college and

be able to afford a home in Grosse Pointe, we happily purchased our home on Yorktown Street in June of 2000. As a homeowner, parent and community member, I am very concerned about maintaining the character, safety and community of Grosse Pointe Woods while remaining fair and reasonable to those appearing before the City. This is particularly important due to the ongoing deterioration of some surrounding areas and the economic difficulties that municipalities and their residents are facing today.

- 6. I am an experienced real estate, land use, zoning and business attorney. I have been in practice for 18 years after having graduated from the University of Detroit in 1990 with a Bachelor's Degree in Accounting/Finance, and then from Wayne Law School in 1993. I am the Managing Shareholder of the Complex Litigation Group at the law firm Maddin, Hauser, Wartell, Roth & Heller, P.C. My practice focuses upon real estate and business disputes. Attached is an article written in the *Legal News* about my background and education, along with my firm profile. I have significant expertise in land use and zoning matters, and have sought rezoning, variances and related appeals before zoning boards of appeals in many cities and townships, and litigated related court cases. With my business background developed over many years of serving clients in a variety of businesses, I can provide useful insight, discussion and input into the deliberative process engaged in by the Planning Commission members relating to petitions and issues that are presented. In particular, I can also assist with suggesting and fashioning motions, deliberations, recommendations, and processes (along with the City's attorney) to make sure that the Commission's decisions are upheld if they are contested.

What are my professional/service club affiliations?

- State Bar of Michigan, licensed attorney in good standing since 1993
- Federal, Detroit, Oakland County and Macomb County Bar Associations
- Member: Grosse Pointe Chamber of Commerce
- Member: Lakeshore Optimists Club: an organization directed towards the support of young people, including social and educational endeavors
- Board Member: Michigan Hydrocephalus Association: an organization dedicated to the prevention and treatment of hydrocephalus and the quality of life of those suffering from the condition
- Member: American Inns of Court (Barrister Emeritus): legal society that promotes the integrity and knowledge of the profession and mentoring of new attorneys
- Member: Wayne Law School Alumni Association
- Member: Alpha Sigma Nu – professional society at University of Detroit
- Member: State Bar of Michigan – U.S. Courts Committee: appointed by the President of the State Bar of Michigan in 2007; a committee that promotes the efficiency, processes and interactions among the state and federal courts in the State of Michigan



Areas of Practice

Litigation

phone: (248) 827-1862

fax: (248) 359-6162

email: MHarrell@maddinhauser.com

vcard

MICHELLE C. HARRELL is a Shareholder and Manager of the firm's General and Complex Litigation Practice Group. She received her Bachelor of Science degree in accounting, summa cum laude, from the University of Detroit in 1990 and her Juris Doctor, cum laude, from Wayne State University Law School in 1993. While at Wayne State, Ms. Harrell participated in moot court competitions and received three American Jurisprudence Awards. Michelle is a Barrister Emeritus in the American Inn of Court, Oakland County Chapter, a Mentor in the Oakland County Bar Association Mentor Program and an Oakland County Circuit Court Case Evaluator (Complex Commercial Neutral). She was also appointed to serve as a member of the U.S. Courts Committee of the State Bar of Michigan to further the relationship and effective interaction between the Eastern and Western Districts of Michigan and Michigan State Courts. Ms. Harrell concentrates her practice in the areas of complex commercial, real estate, receiverships and family law litigation. Ms. Harrell authored the article "Caveat Receiver: Practical Tips for Appointing or Serving as a Receiver" for the Michigan Bar Journal. Michelle's receivership expertise was the focus of the Michigan Lawyer's Weekly article, "Putting the Stress in Distressed" while several of her litigation matters were featured in the Crain's Detroit story "A&P Stops Paying Rent on Farmer Jack's Spaces: 24 Lawsuits Filed." She was also named as a DBusiness Top Lawyer for 2010 in the areas of Real Estate and Litigation. Michelle is an active member of the Hydrocephalus Association, Michigan Chapter.

Education

WAYNE STATE UNIVERSITY LAW SCHOOL, Detroit, Michigan, Juris Doctor, Cum Laude 1993

UNIVERSITY OF DETROIT, Detroit, Michigan, B. S., Accounting, Summa Cum Laude 1990

Professional Memberships

STATE BAR OF MICHIGAN

OAKLAND COUNTY BAR ASSOCIATION

AMERICAN INN OF COURT, OAKLAND COUNTY CHAPTER

FEDERAL BAR ASSOCIATION

U.S. COURTS COMMITTEE, STATE BAR OF MICHIGAN

Detroit Legal News

December 28, 2011

The rewards of 'going for it'

Head of litigation group finds niche in 'Complex'



Photo by Robert Chase

A graduate of the University of Detroit and Wayne State Law School, Michelle Harrell originally planned to become a CPA before turning to a career in the law.

By Sheila Pursglove
Legal News

Michelle Harrell has a favorite quote from Theodore Roosevelt: "Believe you can and you're halfway there."

"I wrote that saying in my binder on my way to my first day of law school and still believe it today," she says.

Harrell, an attorney with Maddin Hauser and manager of the General and Complex Litigation Practice Group – and named as a DBusiness Top Lawyer for 2010 in the areas of Real Estate and Litigation – also drew inspiration from her parents. Her father, the first in the family to obtain a college degree, spent 13 years earning an accounting degree while working full time, and her mother worked as a legal secretary, to make a good life.

Wanting to provide the same stable life for her children, Harrell – who worked as a cashier at Kmart and at similar jobs – went on to obtain her bachelor's degree in accounting from the University of Detroit, with the goal of becoming a Certified Public Accountant.

She was intrigued, however, by stories from her mother, a legal secretary for a small law firm in Highland Park, and then on the General Motors legal staff.

"I heard a lot about the legal profession, and the work the attorneys in her offices did interested me," Harrell says. "I heard exciting stories of cases, court hearings, clients and the law profession from my Mom and some of the attorneys from her office."

Harrell considered going to law school, but was unsure whether she had the smarts or the finances.

"There were no attorneys in my family. I had two small sons and I needed to start earning an income beyond the typical jobs that I had," she says. "When I was getting ready to graduate from the University of Detroit, my parents again encouraged me to continue my education and obtain a law degree. I decided I was going to 'go for it.'"

Wayne Law opened up an entirely new world.

"Much like the actual practice of law, the level of critical thinking, the course content, the intensity and drive of the other students, and the expectations of and teaching by the professors, were challenging and often stressful," she says.

"At the same time, the atmosphere was very collegial, friendly and enjoyable, and I learned to be a critical thinker. For example, prior to Wayne Law, I had not deeply understood anything about the Constitution, and learning about it while discussing society's issues was interesting beyond what I imagined it could be. I also learned about myself and that I was competitive by nature."

Clerking for the Hon. Deborah Servitto in the Macomb County Circuit Court, Harrell learned the tremendous difference between studying in law school and practicing law in court where the law intersects people's lives.

"I looked forward to coming to court every day and observing attorneys, the parties, and the judge interacting upon pending matters, in particular the matters that I had conducted research upon or had written memos," she says. "Judge Servitto exemplified the traits of a smart, caring, and fair jurist. After clerking for her, I made the choice that I wanted to be a litigator."

Harrell's practice focuses on complex commercial, real estate, receiverships, and family law litigation, allowing her to handle a variety of issues every day.

"No two matters are the same," she says. "I enjoy having the ability to help our clients through what is sometimes the most difficult times of their lives, and to provide practical advice that I would follow myself if I were in their shoes."

The General and Complex Litigation Practice Group, formed two years ago, is one of three litigation groups at Maddin Hauser.

"On a daily basis, we can be called upon to handle a complex matter involving a shareholder dispute and a municipal violation cited against a client," she says. "We're fortunate to have a variety of types of matters because it keeps things interesting. Much like a court, one never knows what matter will come through our door each day. We're equally fortunate to have the skill and experience to handle anything well.

"Working at Maddin Hauser is like coming to work each day with a group of smart, good friends who have the highest level of integrity, skill and concern for each other and the clients. I look forward to the daily interactions with everyone, and know there is always someone here that has insight and knowledge about whatever legal issues we may face with our clients. Maddin Hauser is not just a law firm, but is a place to engage in the practice of law with the very best colleagues, staff, and support."

Harrell is a Barrister Emeritus in the American Inn of Court, "an organization committed to increasing and promoting high levels of skill, integrity and interaction among its members," she says. "Membership has enabled me to interact with some of the finest attorneys and judges in Oakland County both on legal practice issues and socially."

An Oakland County Circuit Court Case Evaluator (Complex Commercial Neutral), Harrell also serves as a mentor with the Oakland County Bar Association, and enjoys seeing so much of her younger self in attorneys just starting their careers.

"When I was a new attorney, I was lucky to have several mentors, including Joseph Sulek, a well-known and liked general practice attorney in St. Clair Shores. Joe, who passed away in 1997, kindly imparted a lot of his practical knowledge and wisdom to me about practicing law, the courts, other attorneys and clients that I still think about today," she says. "Joe showed me that an attorney needs to be able to find a way to enjoy the practice of law and have fun in spite of the stress, adversarial attorneys and other frustrations that come with the practice. Every new attorney should have a mentor like Joe, and I try to contribute to the mentoring process both inside and outside of my firm."

Harrell serves on the U.S. Courts Committee of the State Bar of Michigan, interacting with many attorneys from across the state and federal judges from East and West districts about high level issues and the betterment of the relationship between the districts.

"Never pass up an opportunity to interact with people who are smarter and more experienced than you," she says.

Harrell has been very involved with the Hydrocephalus Association, Michigan Chapter, since her youngest son was diagnosed with hydrocephalus at age 16.

"A parent's nightmare, my son collapsed in the street when the pressure in his brain reached too high a level due to an over-accumulation of spinal fluid," she says. "It was like our family had been struck by lightning as we were thrust into brain surgeries,

recovery and rehabilitation and medical uncertainty."

Harrell had previously incorrectly believed that hydrocephalus was a very rare condition that afflicted only babies either before or at birth. She learned it affects hundreds of thousands of people at all ages, and one to two of every 1,000 babies are born with hydrocephalus, making it as common as Down's syndrome, and the most common reason for brain surgery in children.

"My involvement is to raise awareness of this condition because its symptoms can masquerade as other conditions and, if it goes unchecked, critical treatment time is lost and the damage can be devastating," she says.

Harrell and her husband, David, a leadership and sales consultant, have eight sons, ranging in age from 24 to 12, and two dogs.

"Our family is very busy with a multitude of activities, including church group activities, Hydrocephalus Association events, band practices and competitions and all of the other happy chaos that comes with family life," she says. "I enjoy attending theatre events and concerts. Our oldest son operates a business incubator in Ferndale, and a racing event each year at the old Dorias Park velodrome in Detroit called the Thunderdrome, and his adventures often keep us busy."

Harrell, who has lived in the Detroit area her entire life, says the city, with all of its challenges, still has a vibrance that outshines its difficulties.

"If you want something to do on any night, there is something you can do in the 'D,'" she says. "Detroit is being reinvented and reborn and this transformation is fascinating to watch as new ideas, energy and entrepreneurial spirit takes hold and grows. We need to keep it going and stay positive."



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza
Grosse Pointe Woods, MI 48236

BIOGRAPHICAL SKETCH

☒ I am interested in making application to serve as a member on the following Board/Commission:

<input type="checkbox"/> Beautification Commission	<input type="checkbox"/> Board of Canvassers
<input type="checkbox"/> Board of Review	<input type="checkbox"/> Building Authority
<input type="checkbox"/> Citizens' Recreation Commission	<input type="checkbox"/> Community Tree Commission
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Downspout Board of Appeals
<input type="checkbox"/> Fireworks Committee	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Local Officers' Compensation Commission	<input type="checkbox"/> Mack Avenue Business Study Committee
<input type="checkbox"/> Pension Board	<input type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Senior Citizens' Commission	<input type="checkbox"/> Other:

NAME: Rebecca Palen

ADDRESS: 23209 Edsel Ford Ct.

TELEPHONE: Home: 734-417-6856 cell Office: 586-777-7761

E-Mail: rebecca.palen@gmail.com

OCCUPATION: Clinical Social Worker, Executive Director of Lake House

OF YEARS RESIDENT OF GROSSE POINTE WOODS: Worked in GPW for over 6 years, lived in GP Farms for 22 yrs.

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:


Macro and Clinical Skills to assist with identification and execution of services/projects needed to serve senior citizens.

EDUCATION: Master of Social Work, Master of Public Administration

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: BNI-Eastside Launch Pad-Vice President,
Detroit Athletic Club-Membership Development Committee, GP Chamber of Commerce, The Family Center

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: My clinical background in
senior services, oncology, grief counseling, and medical social work will contribute to understanding the needs of the senior citizens of the community.

Signature of sponsor


Signature of applicant

Date: _____

Return to Clerk's Office

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, DECEMBER 2, 2013, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:33 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Bryant, Granger, Ketels, Koester, McConaghy, Shetler
Absent: None

Also Present: City Administrator Fincham
City Attorney Don Berschback
Director of Public Works Ahee
Deputy City Clerk Ryska

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission members were in attendance:

Tom Vaughn, Planning Commission
George McMullen, Board of Review/Local Officers' Compensation Commission

Motion by Granger, seconded by Shetler, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Mayor Novitke presented a Proclamation to Mrs. Tess Nepi, commemorating the 50th Anniversary of Edward Nepi Salon landmarked at 19463 Mack Avenue.

Motion by Bryant, seconded by Shetler, that City Council Minutes dated November 18, 2013 be approved, as corrected.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Bryant, that Committee of the Whole Minutes dated November 18, 2013 be approved.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The Mayor appointed Phillip M. Whitman to the Historical Commission with a term to expire December 31, 2015.

Motion by Granger, seconded by Shetler, regarding **Historical Commission appointment**, that the City Council voice no objection to the Mayoral appointment of Phillip M. Whitman to the Historical Commission, with a term ending December 31, 2015.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Koester, regarding **Request for Annexation – 306, 320, 330, 338, 344, 348, 350 Provencal Road**, that the City Council reject the request for annexation to Grosse Pointe Farms.

[The Mayor allowed John Davies, 330 Provencal, to address the City Council.]

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Ketels, regarding **Holiday Meters**, that the City Council approve the request of Mack Avenue Business Association authorizing them to cover parking meters with holiday bags from December 3 – December 26, 2013, with the exception of meters in front of Wan Kow at 20922 Mack, Bucci Ristorante at 20217 Mack, and any other businesses who request to be exempt.

Substitute Motion by Bryant, seconded by Shetler, regarding **Holiday Meters**, that the City Council approve the request of Mack Avenue Business Association authorizing them to cover parking meters with holiday bags from December 9 – December 26, 2013, with the exception of meters in front of Wan Kow at 20922 Mack, Bucci Ristorante at 20217 Mack, and any other businesses who request to be exempt.

Substitute Motion carried by the following vote:

Yes:	Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No:	None
Absent:	None

Regarding **Resignation – Historical Commission**, the Mayor accepted the resignation of Gordon Michaelson from the Historical Commission with regret, and directed the City Clerk to send appropriate thanks and recognition to Mr. Michaelson.

Regarding **2014 Michigan Municipal League Capital Conference**, no Council Member expressed an interest in attending the conference. The City Attorney did express an interest in attending the 2014 Michigan Association of Municipal Attorneys Conference.

Motion by Granger, seconded by Shetler, regarding **2014 Michigan Association of Municipal Attorneys Conference**, that the City Council authorize the City Attorney to attend the Conference March 18-19, 2014, in Lansing, Michigan, and to reimburse for expenses incurred upon approval by the Finance Committee, at a cost not to exceed \$500.00, to be paid from Account No. 101-210-958.000.

Motion carried by the following:

Yes:	Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No:	None
Absent:	None

Motion by Ketels, seconded by Shetler, regarding **Application Permit/License – Refuse Vendor**, that the City Council approve Seyfudin P. Livadich for a 2014 Refuse Vendor License.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Granger, regarding **Budget Amendment/Transfer**, that the City Council approve an amendment to the FY 2013/14 budget in an amount not to exceed \$15,000.00 from the Motor Vehicle Fund fund balance to Motor Vehicle Wages Account No. 640-851-702.000 into salaries and wages for the part-time mechanic.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Shetler, seconded by Granger, regarding **Roof Replacement – Lake Front Park Filter Building Flat Roof**, that the City Council approve a contract with William Molnar Roofing, Inc. to replace the roof on the Lake Front Park filter building in an amount not to exceed \$20,500.00, funds to be taken from Account No. 401-902-977.104.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Granger, that Council Member Koester be allowed to abstain from voting on payment of the City Attorney statements.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, McConaghy, Novitke, Shetler
No: None
Absent: None
Abstain: Koester

Motion by McConaghy, seconded by Shetler, that the City Attorney statements be approved for payment:

1. City Attorney Don Berschback 11/26/13 in the amount of \$4,766.25;
2. City Attorney Charles Berschback 11/26/13 in the amount of \$3,570.00.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, McConaghy, Novitke, Shetler
No: None
Absent: None
Abstain: Koester

Hearing no objections, the following item was heard under New Business:

- The City Administrator introduced and distributed a contract for an additional Independent Contract Agreement with Robert G. Bowers, Mechanical Inspector for the Building Department.

Motion by Koester, seconded by Bryant, that the City Council authorize the City Administrator to sign the **Independent Contractor Agreement with Robert G. Bowers**, Mechanical Inspector for the Building Department.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Ketels, seconded by Shetler, to adjourn tonight's meeting at 8:14 p.m.
PASSED UNANIMOUSLY.

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, NOVEMBER 25, 2013, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Fincham
Treasurer/Comptroller Irby (arrived at 7:30 p.m.)
City Clerk Hathaway
Director of Public Services Ahee

Mayor Novitke called the meeting to order at 7:13 p.m.

Motion by Granger, seconded by Bryant, that all items on tonight's agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: None

The first item discussed was regarding the **Department of Public Works – Mechanic Part-Time** position. The Director of Public Services provided an overview. In 2011, one full-time mechanic was eliminated. Currently, there is a great deal of equipment in need of repair including the VacAll, leaf loaders/machines, tractors, dump/pick-up trucks, salt spreader, plow maintenance, and more.

The Director is requesting to hire a part-time mechanic to work 24 hours per week at \$18.26 per hour, which will be a cost of \$14,151 through June 2014; and be authorized to place a classified ad to fill the position. He indicated that a budget amendment from the vehicle maintenance fund would be necessary in the amount of \$15,000. The City Administrator recommended approval of this request.

There was a consensus of the Committee to authorize advertising for this position.

The Chair declared a recess at 7:29 p.m., and reconvened at 7:36 p.m.

PlanteMoran representatives, Kari Shea and Mark Hurst, were present.

The next item on tonight's agenda was regarding the **Comprehensive Annual Financial Report for the Fiscal Year Ended 06/30/13**. Mr. Hurst confirmed that the material deficiency has been corrected. A question and answer session ensued.

Motion by Bryant, seconded by Granger, to remove the following items from the Committee-of-the-Whole agenda:

1. DPW part-time mechanic;
2. Comprehensive Annual Financial Report for FY ended 06/30/13.

Motion carried by the following vote:

Yes:	Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No:	None
Absent:	None

Motion by Bryant, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 9:02 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, DECEMBER 9, 2013, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Koester, McConaghy, Shetler
ABSENT: Ketels

ALSO PRESENT: City Administrator Fincham
City Attorney Chip Berschback
City Clerk Hathaway
Director of Public Services Ahee
Information Technology Manager Capps

Mayor Novitke called the meeting to order at 7:36 p.m.

Motion by Granger, seconded by Bryant, that Council Member Ketels be excused from tonight's meeting.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

Motion by Bryant, seconded by Shetler, that all items on tonight's agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

The first item discussed was regarding **Cloud technology**. The Information Technology Manager provided an overview, and indicated he is constantly looking at new cloud solutions as they come available. Plante Moran has provided a price to perform an outside analysis of the City's information technology at a cost of \$30,000.

Following discussion, administration was asked to provide the following information:

- A breakdown of total costs for all items relating to information technology across all departments to be addressed at a future Finance Committee Meeting.
- Review alternative ways to manage the website including Google applications for government, and use of fill and send forms.
- Costs for networking and wifi at the park. The IT Manager stated he would also need to look at other related costs and who would manage it, etc.

- The City Attorney was asked to review various contracts for Photobucket, Picasa, or other solutions for photos.

There was a majority consensus not to spend \$30,000 with Plante Moran at this time. There was also a majority consensus to not perform an outside technology audit. Information technology costs are to be addressed at a future Finance Committee Meeting.

Motion by Granger, seconded by Bryant, that cloud technology be removed from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

Discussion then ensued regarding **Lake Front Park pool updates**. The Director of Public Services provided an overview regarding the status of the heaters in the pool. He stated that of the four pool heaters, only 1.5 of the heaters are running but operating poorly. An estimate has been received from B & B Pools to replace the four heaters at a cost of \$112,600.

Motion by Granger, seconded by Bryant, that the Committee-of-the-Whole recommend to City Council to authorize administration to go out for bids to replace the four pool heaters.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

The Director then discussed the baby pool liner. He reminded the Committee that the pool was shut down last season, and that it continues to leak. He obtained a quote in the amount of \$18,400 from B & B Pools to install a membrane and new pvc. There was a consensus not to repair the pool liner. Administration was asked to obtain a cost for a splash pad.

The Director then discussed the platform tennis heaters. One heater is completely out of commission, and one requires repairs. Quotes were received to replace the one that was out of commission at a cost of \$6,500, and \$2,500 to repair the other heater. The Director is not recommending repairing the heaters. There was a consensus not to fix the platform tennis heaters.

Motion by Granger, seconded by Bryant, to remove Lake Front Park updates from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

The Chair declared a recess at 9:07 p.m., and reconvened at 9:10 p.m.

The **Employee Handbook** was then discussed. The Mayor provided an overview regarding overtime pay policy established in the Employee Handbook revised 08/06/12. Section 4.05 Overtime states, "Non-exempt positions will be compensated for overtime work at the rate of time and one-half (1.5) for all time worked over eight hours in a day . . ." The City Attorney suggested adding, "if approved."

Motion by McConaghy, seconded by Shetler, regarding Section 4.05 Overtime of the Employee Handbook revised 08/06/12, that the Committee-of-the-Whole recommend to the City Council to insert "if approved" after "in a day".

Under discussion, Section 2.02 Employee Types of the Employee Handbook was discussed, regarding Part-Time Employees, where it refers to 1,200 hours of work per annum that was recently increased to 1,350 hours.

Motion by McConaghy, seconded by Shetler, to amend the previous motion by adding, ". . . and, in Section 2.02 Employee Types, to delete "one thousand two hundred (1,200), and insert "one thousand three hundred fifty (1,350)".

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

Motion by Granger, seconded by Shetler, to remove Employee Handbook from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

The next topic discussed was regarding **Employment Agreement**. Discussion ensued regarding the City Clerk's Employment Agreement relating to education and tuition reimbursement. The Mayor stated that in accordance with the Compensation & Evaluation Committee's recommendations to the City Council, and the City Council's intent, that tuition reimbursement should have been included in Ms. Hathaway's contract. The City Clerk stated she transferred from Davenport University to the more affordable Macomb Community College to attain a degree in Business Administration. A brief discussion ensued regarding various union contracts and tuition reimbursement

policies for all employees. The City Clerk was asked to provide related sections of the police and command union contracts. The Mayor suggested the Clerk's Employment Agreement needs to be amended to include tuition reimbursement.

Motion by McConaghy, seconded by Shetler, regarding the City Clerks' tuition reimbursement, to authorize an amount not to exceed \$1,500 reimbursement for Lisa Hathaway.

Motion by McConaghy, seconded by Shetler, to amend the previous motion by replacing it with, "that the Committee-of-the-Whole recommend to City Council amending the City Clerk's employment Agreement to include authorizing tuition reimbursement in an amount not to exceed \$1,500 for higher education attained by attending an accredited educational institution, subject to prior approval of the Council."

Motion by McConaghy, seconded by Shetler, to further amend the previous motion by adding, ". . . of the course of study; and, and to reimburse Ms. Hathaway for educational costs already incurred in the amount of \$383."

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

Motion by Granger, seconded by Bryant, to remove Employment Agreement from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

The **Planning Commission vacancy** was then discussed. Carol Evola submitted her resignation to the Planning Commission. There was a consensus of the Committee that the Mayor call Michelle Harrell, who applied and interviewed previously, and ask her if she is willing to serve. This item is to remain on the Committee-of-the-Whole agenda.

Hearing no objections, the following items were discussed under New Business/Public Comment:

- Council appointments to Commissions/Committees. All Council Members indicated a willingness to serve as representatives on the same Commissions and Committees as last year.
- Det. Anthony Chalut's written complaint letter dated 12/09/13. The City Administrator will respond tomorrow.

- Auxiliary Recording Secretary's contract. The City Clerk provided an overview and recommended the City Council authorize a contract renewal for Pam St. Peter with an increased rate from \$24.20 per hour, her rate since 2005, to \$30.00 per hour. These services are budgeted at \$500.00 annually. There was a consensus to renew Ms. St. Peter's contract with the increase.
- Provencal Annexation. Discussion ensued regarding sending a letter to Grosse Pointe Farms. No action was taken.
- The City Administrator discussed an intern program for mechanics that may be helpful to fill the part-time position at the DPW, as well as soliciting mechanics along nautical nine mile.

Motion by Granger, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 9:46 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

PLANNING COMMISSION
10/22/13 – 034

MINUTES OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, OCTOBER 22, 2013, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:31 p.m. by Chair Evola.

Roll Call: Chair Evola
Fuller, Gilezan (7:36 p.m.), Hamborsky, Profeta, Rozycki, Stapleton, Vitale

Absent: Vaughn

Also Present: Building Official Tutag
Recording Secretary Babij Ryska

Motion by Fuller, seconded by Vitale, that Commission Member Vaughn be excused from tonight's meeting.

MOTION CARRIED by the following vote:

YES: Evola, Fuller, Gilezan, Hamborsky, Profeta, Rozycki, Stapleton, Vitale
NO: None
ABSENT: Vaughn

Chair Evola welcomed new Planning Commission Member James Profeta.

Motion by Stapleton, seconded by Rozycki, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

MOTION CARRIED by the following vote:

YES: Evola, Fuller, Gilezan, Hamborsky, Profeta, Rozycki, Stapleton, Vitale
NO: None
ABSENT: Vaughn

Motion by Hamborsky, seconded by Stapleton, regarding **Approval of Minutes**, that the Planning Commission Meeting minutes dated September 24, 2013 be approved, as amended.

MOTION CARRIED by the following vote:

YES: Evola, Fuller, Gilezan, Hamborsky, Profeta, Rozycki, Stapleton, Vitale
NO: None
ABSENT: Vaughn

PLANNING COMMISSION
10/22/13 – 035

The next item on the agenda was the **Building Official's Monthly Report**. Mr. Tutag reported the following:

- Biggby's awning variance is postponed until next meeting. Still investigating the reason for not allowing striped awnings. May need to propose a brief ordinance amendment.
- Need to amend our wireless communications facility ordinance to come in compliance with state and federal acts. Will address this in the new year after some model ordinances become available.
- Brandon Rogers passed away September 1, 2013. He was the author of one of Grosse Pointe Woods early Zoning Ordinances.

Commission Member Rozycki gave the October 2013 Council Reports.

- October 7th: Nothing pertaining to the Planning Commission.
- October 21st: Nothing pertaining to the Planning Commission.

Commission Member Stapleton will attend the November Council meetings.

The following **Subcommittee Reports** were provided:

2020 Plan – Nothing to report.

Special Sign Ordinance – Nothing to report.

Hearing no objections, the following items were heard under **New Business**:

- Commission Member Vitale attended the My Place Workshop where a lot of tools were introduced to improve the community's environment and cityscape. More grants would be available to the City with the designation of a "Downtown."

Motion by Hamborsky, seconded by Rozycki, to adjourn at 7:46 p.m. Passed unanimously.

Approved by Commission 11/6/13

RECEIVED 8D
OCT 31 2013

GROSSE POINTE WOODS TREE COMMISSION
Meeting Minutes of October 02, 2013

CITY OF GROSSE PTE. WOODS

Chairman, Stephen Chan, called the meeting to order at 7:30 p.m.

Present: Rogers, Profeta, Chan, Backer, DiCicco, Malley, Gaffney and Koester (Council Representative).

Absent: One Vacancy, Greening, Pegg and Groschner.

Guest: George R. McMullen, Jr.

Approval of the Agenda for the meeting of October 02, 2013: Motion by DiCicco and seconded by Gaffney to approve the agenda as presented. All members present approved the agenda.

Meeting Minutes of September 04, 2013: Motion by Malley and seconded by Gaffney to approve the minutes as presented. All members present approved the motion.

Treasurer's Report: 09/24/2013

Cash Reserve as of 07/02/2013	\$12,139.51
Expenses thru 08/24/2013	0.00
Balance	\$12,139.51

Balance carries forward.

Council Approved budget:

Budget as of 07/01/2013	\$1,600.00
Expenses thru 09/24/2013	
No Expenses	0.00
Remaining thru 06/30/2014	\$1,600.00

Balance does not carry forward.

All expenses require Council approval.

Old Business:

.Regarding the Memorial Tree ceremony photo of W. Wojcik's family, Profeta advised that a letter of appreciation and the ceremony photo will be mailed to Wojcik's daughter on October 04, 2013.

Search continues to fill the membership vacancy on the Community Tree Commission.

Current Grosse Pointe Woods application for the "Tree City USA" award is being completed by Debbie Mathews of the

Department of Public Services and it will be mailed to the Arbor Day Foundation later this month.

Profeta will obtain the names of the 2013 3rd grade Arbor Day poster contest winners and, if possible, have the information included in the November Update letter.

Chan obtained from the Department of Public Services the attached three lists of Memorial trees that have been planted on City property. These lists are for the dates of March 01, 2011 –February 29, 2012, March 01, 2012 –February 28, 2013 and March 01, 2013 –February 28, 2014. Memorial tree applications are accepted between March 1st. and the end of February the following year.

2014 Arbor Day tree seedling selection: For the past three years we have purchased the White Pine seedling because of price per tree and that it is the state tree for Michigan. We need to diversify our tree selection. Chan checked with each participating school and determined that there are 314 third grade students and a total of 15 classes.

350 White Pine trees would cost \$395.00 plus shipping and handling by Van Pines Nursery. For 350 Heritage River Birch 6' to 12' seedlings the cost would be \$617.49 plus shipping and handling of \$80.00. In the interest of providing a different tree selection for the students and take advantage of a 10% discount with a purchase order in October, Backer made a motion and seconded by Malley that we purchase 350 Heritage River Birch trees from Van Pines Nursery and due to the time constraints for the purchase, Koester was requested to obtain Council approval for the purchase. All members present approved the motion.

New Business: Selection of officers for 2014., Gaffney made a motion and seconded by Profeta that Chan serve as chair, Profeta serve as vice-chair, Malley serve as treasurer and Rogers serve as the secretary and that the Council approve these

New Business continued:

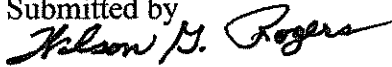
selections. All members present approved the motion.

The 2014 Tree Commission Task operations were reviewed at this meeting. See the attached task list, which shows the commission member responsible for each task.

Koester presented a request to Mayor Novitke from the Arbor Day Foundation for a donation to their "Tree City USA" program. Although Grosse Pointe Woods participates in this program, we have not included in our annual budget a donation to the Arbor Day Foundation. Subject will be deferred until more information is obtained for the November meeting.

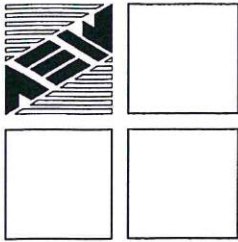
Adjournment: Motion by DiCicco and seconded by Malley that the meeting be adjourned at 8:13 p.m. All members present approved the motion.

Submitted by



Wilson G. Rogers

Secretary (313) 886-7660



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

9A

December 5, 2013

Alfred Fincham, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

RECEIVED
DEC 10 2013
CITY OF GROSSE POINTE WOODS

Reference: 2012 State Revolving Fund (SRF) Program No. 5365-01
Contract 2. Sectional CIPP Lining Sanitary Sewer Repair
AEW Project No. 0160-0328

Dear Mr. Fincham:

As you are aware, last year the City awarded the Sectional Lining Sanitary Sewer Repair contract to Lanzo Lining Services, Inc. in the amount of \$689,100.00. The project has not progressed satisfactorily. We have met with Lanzo Lining Services, Inc. on several occasions and, despite several attempts by the Contractor, the project has not gotten back on track. After discussion with Administration, the Council and Lanzo Lining Services it was determined all parties were agreeable to amenable close the contract prior to completion. Therefore, we are recommending this project be closed at the current project amount of \$175,060.10.

We have discussed extending the contract with the other contractors who originally bid on the project. LiquiForce Services Inc. has agreed to complete the balance of the work at the unit prices bid by Lanzo Lining Services (with the exception of a few large diameter liners). We have worked with LiquiForce Services Inc. on several similar projects in nearby communities and they have performed satisfactorily. We have reviewed the remaining work and are confident the work can be completed with the balance of funds from the original contract, \$514,039.90.

Based upon the availability of funds and our past experience we recommend the City award the contract for the balance of the **SRF Sectional CIPP Lining Project to LiquiForce Services Inc.**, 28529 Goddard- Suite 106, Romulus, Michigan 48174, in the amount of **\$514,039.90**.

If you have any questions or require any additional information, please advise.

Sincerely,

Scott Lockwood

cc: Joseph Ahee, Grosse Pointe Woods Department of Public Works Director
Dee Ann Irby, City Treasurer/Comptroller



CITY OF GROSSE POINTE WOODS MEMORANDUM

Date: December 11, 2013
To: Mayor and Council
From: Al Fincham, City Administrator *AF*
Subject: 2012 State Revolving Fund (SRF) Program No. 5365-01
Contract 2. Sectional CIPP Lining Sanitary Sewer Repair
AEW Project No. 0160-0328

RECEIVED
DEC 11 2013
CITY OF GROSSE POINTE WOODS

After much discussion with Director Ahee and Mr. Scott Lockwood from AEW regarding the sectional lining project currently underway, and having reviewed their recommendation to close the contract with Lanzo Lining Services for the Sectional Lining Sanitary Sewer repairs, I concur to close the contract prior to completion.

I also concur with their recommendation to award the balance of the work to be completed by LiquiForce Services Inc., 28529 Goddard-Suite 106, Romulus, Michigan 48174, a contractor who originally bid on the project in the amount of \$514,039.90.

Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids.

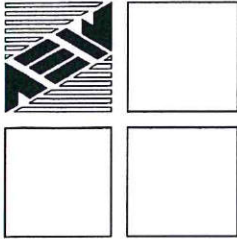
Motion by Granger, seconded by Bryant, regarding **2012 State Revolving Fund (SRF) Program: Contract 2, Sectional CIPP Lining Sanitary Sewer Repair**, that the City Council tentatively award a contract to Lanzo Lining Services, Inc. to perform sectional CIPP lining sanitary sewer repair in the amount of \$689,100.00 to be charged to Account No. 592-537-975.005; and construction contingency estimated at \$50,000.00 to be charged to Account No. 592-537-975.007, for a total construction cost estimate of \$739,000.00 contingent upon successful financial arrangements with the State Revolving Fund (SRF); and, to adopt the Resolution to Tentatively Award a Construction Contract for Wastewater System Improvements.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: None



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

9B

MEMORANDUM

RECEIVED
DEC 10 2013
CITY OF GROSSE PTE. WOODS

TO: Alfred Fincham, City Administrator
FROM: Scott Lockwood, Consulting City Engineer
DATE: December 5, 2013
SUBJECT: DWSD Water Contract

Regarding the DWSD Water Contract- Amendment 2, we are satisfied with the terms of the Contract as proposed. As we have discussed there are three elements in the contract which affect your water rates- maximum day flow, peak hour flow and annual consumption. This amendment does not propose any change to the maximum day or peak hour flows. The annual consumption went up from 85,000 Mcf to 92,000 Mcf.

The increase in annual volume results in a slightly reduced calculated water rate, which will be applied to the next rate calculation (still an overall increase from the current rate). The increase in anticipated annual consumption is due primarily to observed recent increase by the City. We also requested consideration for the additional water consumption expected by the new Rivers Development. A portion of the consumption requested was granted. We will monitor actual consumption once the Rivers is operational and request a reopener meeting to discuss further change in the contract volume if needed.

DON R. BERSCHBACK
ATTORNEY AND COUNSELOR AT LAW
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
E-MAIL donberschback@yahoo.com

OF COUNSEL
CHARLES T. BERSCHBACK *

* ALSO ADMITTED IN FLORIDA

November 12, 2013

Alfred Fincham, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: Amendment No. 2 to Water Service Contract Between
City of Detroit and Grosse Pointe Woods

Dear Mr. Fincham:

In accordance with your request, I have reviewed Amendment No. 2 to the Water Service Contract originally between the City of Detroit and the City of Grosse Pointe Woods (and other municipalities) on July 21, 2009. Recent decisions by the US District Court, including the Court's decision that the approval of the Detroit City Council is no longer legally required as of November 4, 2001 provided the impetus for this Amendment.

While many of the provisions of the contract are not, in essence, the purview of the City Attorney (rather, it is the City Engineers and the Department of Public Works bailiwick) from a legal standpoint I have reviewed its provisions and would recommend that the Amendment be adopted by the City of Grosse Pointe Woods. I do note that the Amendment permits Grosse Pointe Woods to join another authority, city, township, village or other municipal corporation to form a water authority for the sole purpose of collectively contracting for water service from the Board.

If you have any questions please feel free to call me.

Very truly yours,



DON R. BERSCHBACK

DRB:gmr

**AMENDMENT NO. 2 TO WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CITY OF GROSSE POINTE WOODS**

This Amendment Agreement No. 2 ("Amendment") is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the "Board"), and the City of Grosse Pointe Woods, a municipal corporation ("Customer"). The Board and Customer are collectively referred to as the "Parties".

Whereas, the City of Detroit owns a public water supply system ("System") operated by the Board; and

Whereas, on July 21, 2009, the Parties entered into a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended; and

Whereas, the purpose of the Contract is to provide for the long-term service of potable water to Customer; and

Whereas, Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and

Whereas, in October 2011, the Technical Advisory Committee recommended that the Board consider certain modifications to the Contract terms, including the addition of a new defined term in Section 1.01, the revision of Article 5, and modifications to Sections 21.01 and 22.01; and

Whereas, on November 4, 2011, the United States District Court, Eastern District of Michigan, issued an order in Case No. 77-71100 that provides the Board full and final authority to approve contracts with its wholesale customers such that the approval of the Detroit City Council is no longer legally required; and

Whereas, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Section 1.01 of the Contract is amended to add the following definition:

"Allocation Flow Rate" shall mean the value that is established as a result of a breach of Section 5.03 herein and which value shall replace the contractual Maximum Flow Rate in the rate calculation process in the event that Section 5.04(C) herein is applied by the Board.

2. Section 1.01 of the Contract is amended by deleting the existing definition of “Contract” in its entirety and substituting the following definition in its place:

“Contract” shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by Customer’s governing body and the Board.

3. Section 2.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Term. The Board shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the “Contract Term”), subject to Article 3 herein. The effective date of this Contract shall be the date that this Contract is approved by Customer’s governing body or the Board whichever is later. This Contract replaces and supersedes any prior water service contracts between the Parties.

4. Section 3.04 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Formation of Water Authority. Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from the Board. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by Customer’s governing body and the Board.

5. Article 5 of the Contract is amended by deleting in its entirety the existing Article 5 and substituting the following revised Article 5 in its place:

Article 5.

Pressure; Maximum Flow Rate; Minimum Annual Volume

- 5.01 Pressure Range. The Board shall use its best efforts to deliver water at the Water Distribution Points at a pressure range (“Pressure Range”) adequate to meet the reasonable requirements of Customer. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the Board to Customer’s Water Distribution Points is specified in Exhibit B. The location at which the water pressure will be measured shall be specified in Exhibit A and identified as point “P”. A Pressure Range will not be established for water meters that are not located on a DWSD transmission main, or which are located on a DWSD transmission main and are downstream of and subject to the flow demands of a water meter for another Board customer.

- 5.02 Remedy for Non-Compliance with Pressure Range. If the water pressure at Customer's Water Distribution Points is above or below the Pressure Range, at Customer's request the Parties shall meet within thirty (30) calendar days to discuss the reasons for the non-compliance and, if agreed necessary, develop and implement a mutually agreeable written corrective action plan within sixty (60) calendar days of the meeting, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).
- A. If it is determined that another customer's exceedance of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to the Board's inability to meet its Pressure Range agreement with Customer, then the corrective action plan shall provide for the resolution of the issue.
 - B. If Customer is exceeding the rates of flow established by its Maximum Flow Rate on a day other than the DWSD Maximum Day at the time Customer experiences a variation from the Pressure Range, then the Board shall be relieved from its obligation to provide water to Customer within the Pressure Range for that period of time during which Customer is exceeding the rates of flow established by its Maximum Flow Rate.
- 5.03 Maximum Flow Rate. Customer's Maximum Flow Rate is specified in Exhibit B. Customer shall not exceed the Maximum Flow Rate specified in Exhibit B, as measured in million gallons on the DWSD Maximum Day and during the DWSD Peak Hour.
- A. The Board shall notify all customers in writing on or before October 1 of each calendar year if Customer or any other wholesale customer is alleged to have exceeded its Maximum Flow Rate in a given calendar year. The notice shall state the day and/or hour that Customer or any other wholesale water customer is alleged to have exceeded its Maximum Flow Rate.
 - B. If Customer is alleged to be in breach of its obligations under this Section 5.03, the Board and Customer shall endeavor to meet before November 1 of the then current calendar year, or as soon as practicable, for the purposes of validating the breach, reviewing and analyzing the causes, and to negotiate a possible remedy pursuant to Sections 5.04 and 5.05 herein.
 - C. The Technical Advisory Committee's Analytical Work Group, or its successor shall review any alleged breach of this Section 5.03.
 - i. The Analytical Work Group shall meet once, at a minimum, on or before November 1 of each calendar year to review the alleged breaches, if any, and may thereafter schedule subsequent meetings as necessary to conclude its review.

- ii. The Board will seek a recommendation from the Analytical Work Group on (1) an Allocation Flow Rate, if any, and/or (2) concurrence with the remedy tentatively negotiated between Customer and the Board, if any. Customer and the Board shall have the right to present any information related to the alleged breach a Party deems necessary to the deliberations.
- iii. Any recommendation submitted by the Analytical Work Group shall be received by the Board on or before December 1 of each calendar year.

5.04 Remedy for Non-Compliance with Maximum Flow Rate. The Board has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate on the DWSD Maximum Day or during the DWSD Peak Hour, the Board and Customer may, as needed, take one or more of the following actions set forth in this Section 5.04. The applicability of any particular action shall be evaluated by the Board on a case-by-case basis.

- A. The Board may require that Customer take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.
- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.
- C. For ratemaking and cost allocation purposes only, the Board may recalculate Customer's rate for the current and/or subsequent fiscal years utilizing a revised cost allocation formula as follows:
 - i. The Board shall, as set forth below, establish an Allocation Flow Rate to replace the contractual Maximum Flow Rate in the rate calculation process.
 - ii. The Allocation Flow Rate shall be applied from no earlier than the first exceedance date forward.
 - iii. The Allocation Flow Rate will be at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day, and may be higher than the actual flow rate demonstrated by Customer.
 - iv. Pursuant to Section 5.03(C), if the Board receives a recommendation on the Allocation Flow Rate to be applied from the Analytical Work Group and the recommendation is higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing an Allocation Flow Rate that is at least equal to the

flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than the recommendation provided by the Analytical Work Group.

- v. If no recommendation on the Allocation Flow Rate to be applied is received by the Board, or if the Board receives a recommendation and the recommendation is less than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing an Allocation Flow Rate that is at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate.
- vi. The Allocation Flow Rate will continue to be applied to each subsequent year's rate calculation process until the Maximum Flow Rate is renegotiated.
- vii. If a rate has been approved for the subsequent fiscal year (July 1st to June 30th) but the rate has not yet been applied, the Board may modify Customer's rate for that subsequent fiscal year to account for an exceedance of its Maximum Flow Rate.
- viii. If the Board has built capital facilities based upon Customer's negotiated Maximum Flow Rate and Customer consistently exceeds its Maximum Flow Rate, then the Board may re-calculate the amount of Customer's percentage of the capital cost of such facilities

5.05 Procedure for Non-Compliance with Maximum Flow Rate. In addition to the remedies specified in Section 5.04, if Customer has failed in its obligations under Section 5.03, the Parties shall meet to discuss the reasons for the non-compliance and if agreed necessary, develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed. Any corrective action plan required under this Section 5.05 shall include a timetable for resolution of the non-compliance issue(s).

- A. If the Parties determine that a corrective action plan is not required and an incident of non-compliance occurs in the subsequent calendar year, the Parties shall meet to develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed.
- B. In the event the reason for Customer's non-compliance under Section 5.03 is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified in Section 5.04 should apply.

- 5.06 Minimum Annual Volume. Customer shall purchase from the Board not less than the Minimum Annual Volume of water specified in Exhibit B. If Customer's Annual Volume is less than the Minimum Annual Volume, Customer shall pay to the Board an amount computed by applying the current rate to the Minimum Annual Volume less any amounts already billed to the Customer by the Board.
- 5.07 Periodic Review. For Customer and System planning purposes and, with regard to the Minimum Annual Volume, enforcement of the provisions of Article 3, a Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for the Contract Term. A contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for first two years of the Contract Term. Not later than the second year of the Contract Term, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding three years of the Contract Term. Not later than the fifth year of the Contract Term, and every five years thereafter, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding five years of the Contract Term. If the Parties do not negotiate new or revised Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes according to the aforementioned schedule, then the figures established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding for the then-current three or five year term.
- 5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). Customer acknowledges that Customer's rates of flow may cause and/or contribute to the Board's inability to meet its Pressure Range agreements with Customer and/or the Board's other customers (hereinafter, "Pressure Problem"). The Board may review or monitor Customer's daily rates of flow if a Pressure Problem occurs and the Board's Pressure Range agreement with Customer and/or another customer of the Board is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit B. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure Problem and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:
- A. The Board may require that Customer take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation. In addition, the Board may require that Customer adjust its rate of flow at individual meters, including the establishment of a not-to-exceed flow rate for individual meters.

- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

If the Parties determine that a corrective action plan is not required and a subsequent Pressure Problem occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent Pressure Problem, or as otherwise agreed. Any corrective action plan required under this Section 5.08 shall include a timetable for resolution of the Pressure Problem. In the event the reason for the Pressure Problem is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified above in this Section 5.08 should apply.

- 5.09 Board Costs for Corrective Action Plan. If at any time the Board is required under the terms of this Article 5 to develop and implement a corrective action plan and the plan involves incurring capital costs, the Board will determine whether the costs will be charged as a System cost or whether the cost will be borne by a specific customer or customers. If the Board determines that all or part of the costs should be borne by a specific customer or customers, the Board will seek a recommendation from the Technical Advisory Committee on the assessment of the costs.

- 5.10 Customer Costs for Corrective Action Plan. If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, Customer shall be so informed in writing and Customer will pay all costs related to the corrective action plan.

6. Section 15.02 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, and is approved by Customer's governing body and the Board.

7. Section 21.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

The Board shall have the right to review and approve Customer's construction plans for Meter Facilities at new Water Distribution Points, water mains sized twenty-four inches and larger, pump stations, reservoirs, water towers, and any other construction that will cross, or be within close proximity to, or have influence upon the Board's infrastructure. The Board's approval of construction plans shall be timely and shall not be unreasonably withheld.

8. Section 22.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Prior to Customer's operation of any new or existing water storage facility, Customer shall seek the Board's written approval of the filling schedule ("Filling Schedule") of the storage facility. The Board may periodically require Customer to change or adjust a previously approved Filling Schedule. The Parties shall collaborate on devising a mutually beneficial Filling Schedule. If the Parties are unable to agree upon a Filling Schedule, the Board's determination of a Filling Schedule shall be final. All Filling Schedules shall be for a period of six consecutive hours. Customer shall at all times abide by the then-current Board approved Filling Schedule. The Board shall act promptly in approving Filling Schedule requests. Nothing in this Article 22 shall prevent Customer from operating its storage facility at any time, provided that any storage operation that falls outside of the approved Filling Schedule shall not be exempt from the terms of Article 5 herein.

9. Exhibit A of the Contract is amended by deleting in its entirety the existing First Amended Exhibit A and substituting the attached Second Amended Exhibit A in its place.
10. Exhibit B of the Contract is amended by deleting in its entirety the existing First Amended Exhibit B and substituting the attached Second Amended Exhibit B in its place.
11. With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.
12. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties, and is approved by Customer's governing body and the Board.

(Signatures appear on next page)

In Witness Whereof, the City and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Grosse Pointe Woods:

By: _____
Al Fincham
Its: City Administrator

City of Detroit:

By: _____
Sue F. McCormick
Its: Director, Water and Sewerage Department

APPROVED BY
GROSSE POINTE WOODS CITY COUNCIL ON:

Date

APPROVED BY DETROIT
BOARD OF WATER COMMISSIONERS ON:

Date

SECOND AMENDED EXHIBIT A

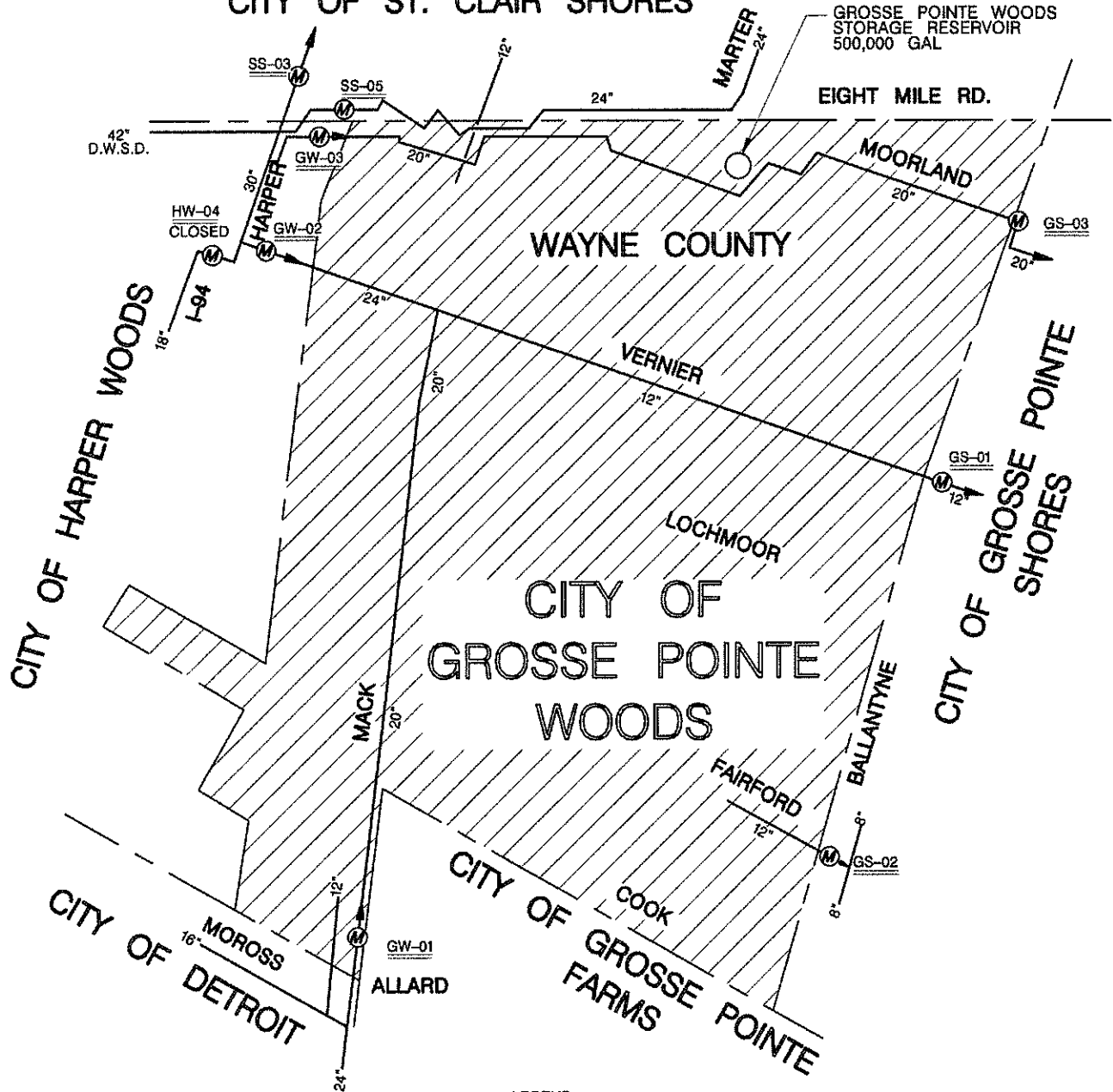
Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.

MACOMB COUNTY

CITY OF ST. CLAIR SHORES



LEGEND

SYMBOL	DESCRIPTION
(M)	DWSD METER PIT
(M)	COMM METER PIT
PRV	PRV

SYMBOL	DESCRIPTION
▨	SERVICE AREA
---	CITY LINE



G.A. KENDRA	JUN 12, 1972
D. LOWE	SEP, 1984

EXHIBIT-A

SERVICE AREA LOCATION MAP

CITY OF GROSSE
POINTE WOODS

EXHIBIT A

Grosse Pointe Woods Emergency Connections:

None.

Grosse Pointe Woods Water Customers Outside Municipal Limits:

90 Lochmoor, Grosse Pointe Shores
90 Sunningdale, Grosse Pointe Shores
99 Sunningdale, Grosse Pointe Shores
90 Vernier, Grosse Pointe Shores
95 Vernier, Grosse Pointe Shores
83 Hawthorne, Grosse Pointe Shores

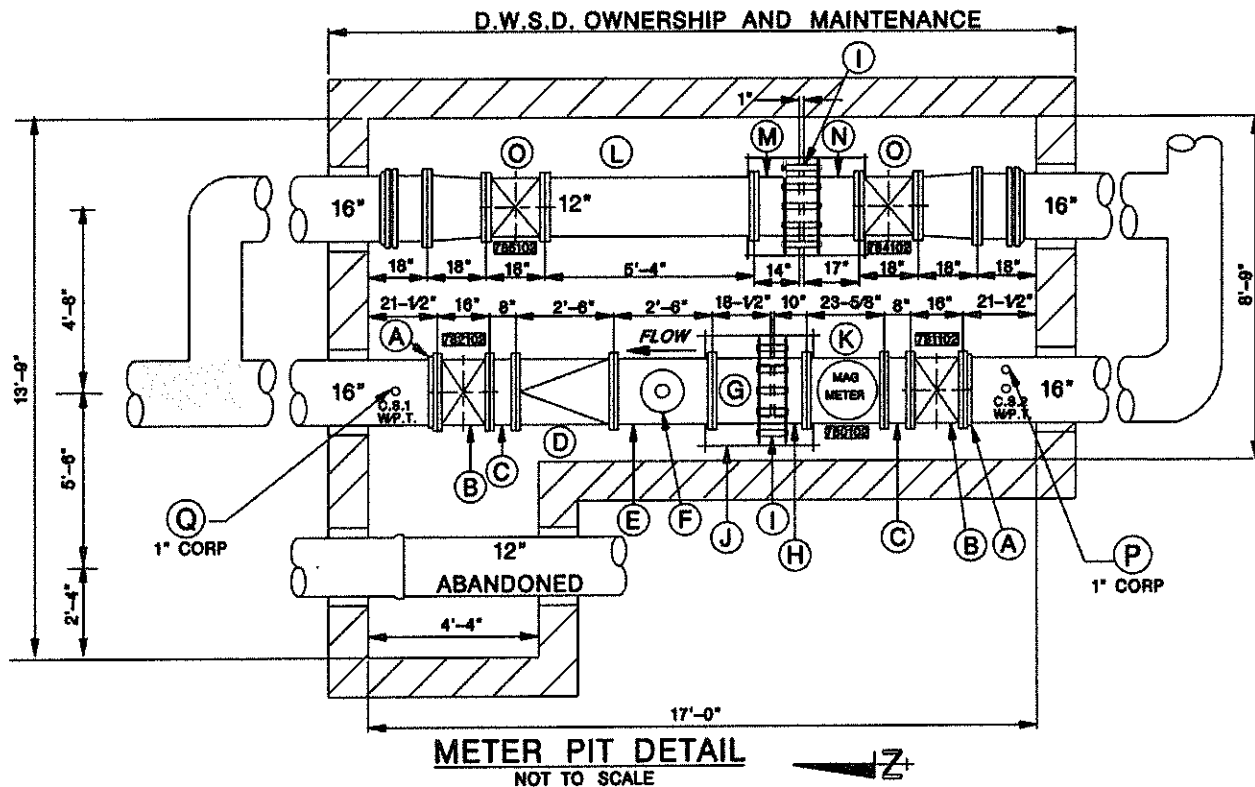
Grosse Pointe Woods Master Meters Not In Service:

None.

MACK SOUTH OF ALLARD
CITY OF GROSSE POINTE WOODS



EXHIBIT-A **GW-01** **MACK SOUTH OF ALLARD** **CITY OF GROSSE POINTE WOODS**



LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	'MEGALUG' FLANGE ADAPTERS	16"
B	2	FLGD. GATE VALVES, RESILIENT SEAT, 16" F-F, 'A.F.C.'	16"
C	2	F-F PIPE, D.I.	16"x0'-6"
D	1	FLGD. CHECK VALVE, 30" F-F	16"
E	1	FLGD. TEST TEE, D.I., 16" C-F	16"x8"
F	1	TEST TEE ASSEMBLY w/3"x11" O.D. COMPANION FLANGE	-
G	1	F-PE PIPE, GADR, D.I.	16"x1'-6 1/2"
H	1	F-PE PIPE, GADR, D.I.	16"x0'-10"
I	2	'DRESSER STYLE' PIPE COUPLING	16" & 12"
J	LOT	COUPLING RESTRAINT: [8] 42" LONG THRD. RODS, [12] EAR PLATES	1" DIA.

GROSSE POINTE WOODS
 OWNERSHIP AND MAINTENANCE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

(P) -UPSTREAM PRESSURE TRANSMITTER, DWSD OWNERSHIP AND MAINTENANCE

(Q) -DOWNSTREAM PRESSURE TRANSMITTER, DWSD OWNERSHIP AND MAINTENANCE

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
K	1	FLGD. MAGNETIC FLOWMETER, 23.625" F-F	16"
L	1	F-F PIPE, D.I.	12"x5'-4"
M	1	F-PE PIPE, GADR, D.I.	12"x1'-2"
N	1	F-PE PIPE, GADR, D.I.	12"x1'-5"
O	2	GATE VALVE (CLOSED)	12"

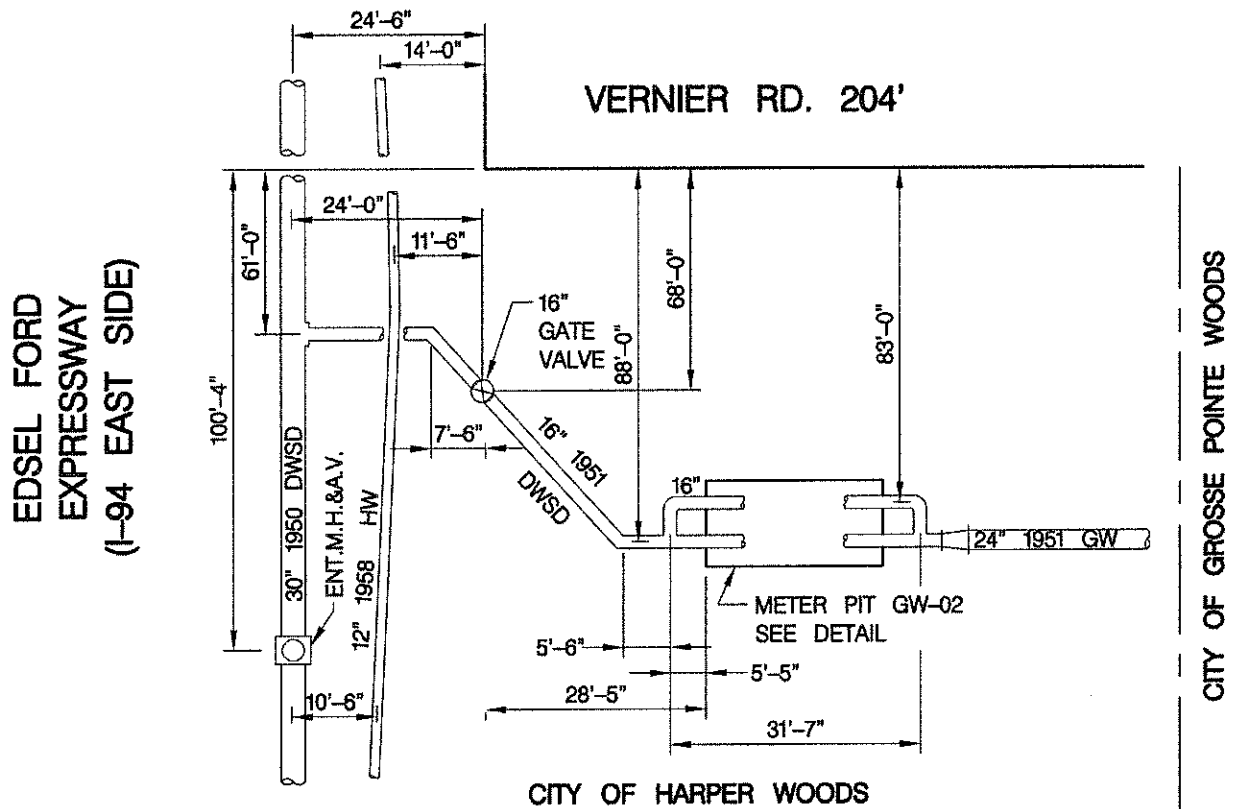
ADDRESS-----481 ALLARD
 FEED TO-----CITY OF GROSSE POINTE WOODS
 FEED FROM-----24" D.W.S.D. TRANS. MAIN
 TYPE OF METER-----ABB MAG
 SIZE OF METER-----16"
 METER NUMBER-----V/39768/2/1
 DATE METER SET-----10/01/2000
 METER PIT CONST & SIZE-----17'-.25" X 13'-8.5" I.D. BRICK
 REMARKS-----UPDATED 11/03
 GATE BOOK-----E-913

GW
01

EXHIBIT-A

GW-02

VERNIER RD. AND EDELS FORD EXPY. (I-94)
CITY OF GROSSE POINTE WOODS



GW- CITY OF GROSSE POINTE WOODS
OWNERSHIP AND MAINTENANCE

HW- CITY OF HARPER WOODS
OWNERSHIP AND MAINTENANCE

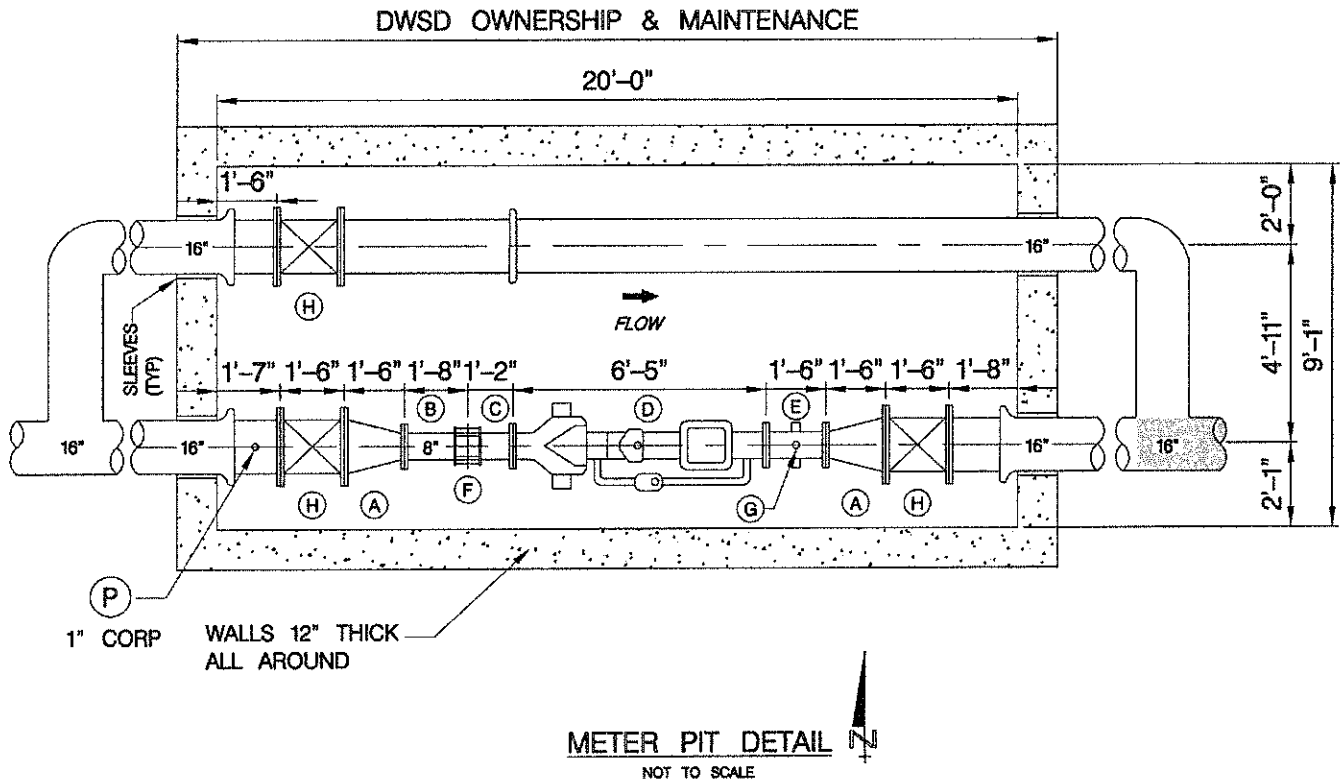
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.

GW
02

EXHIBIT-A
GW-02
VERNIER RD. AND EDELS FORD EXPY. (I-94)
CITY OF GROSSE POINTE WOODS



LEGEND		
TAG	QTY	DESCRIPTION
A	2	16" X 8" DUCTILE IRON CONCENTRIC REDUCER
B	1	8" X 20" FxPE DUCTILE IRON SPOOL PIECE
C	1	8" X 13.5" FxPE DUCTILE IRON SPOOL PIECE
D	1	8" SENSUS FIRELINE METER W/ U.L. STRAINER & 2" BYPASS
E	1	8" X 3" DUCTILE IRON TEE
F	1	8" DRESSER STYLE 38 COUPLING
G	1	3" TEST TEE ASSEMBLY (BY OTHERS)
H	3	16" GATE VALVE

GROSSE POINTE WOODS
 OWNERSHIP AND MAINTENANCE

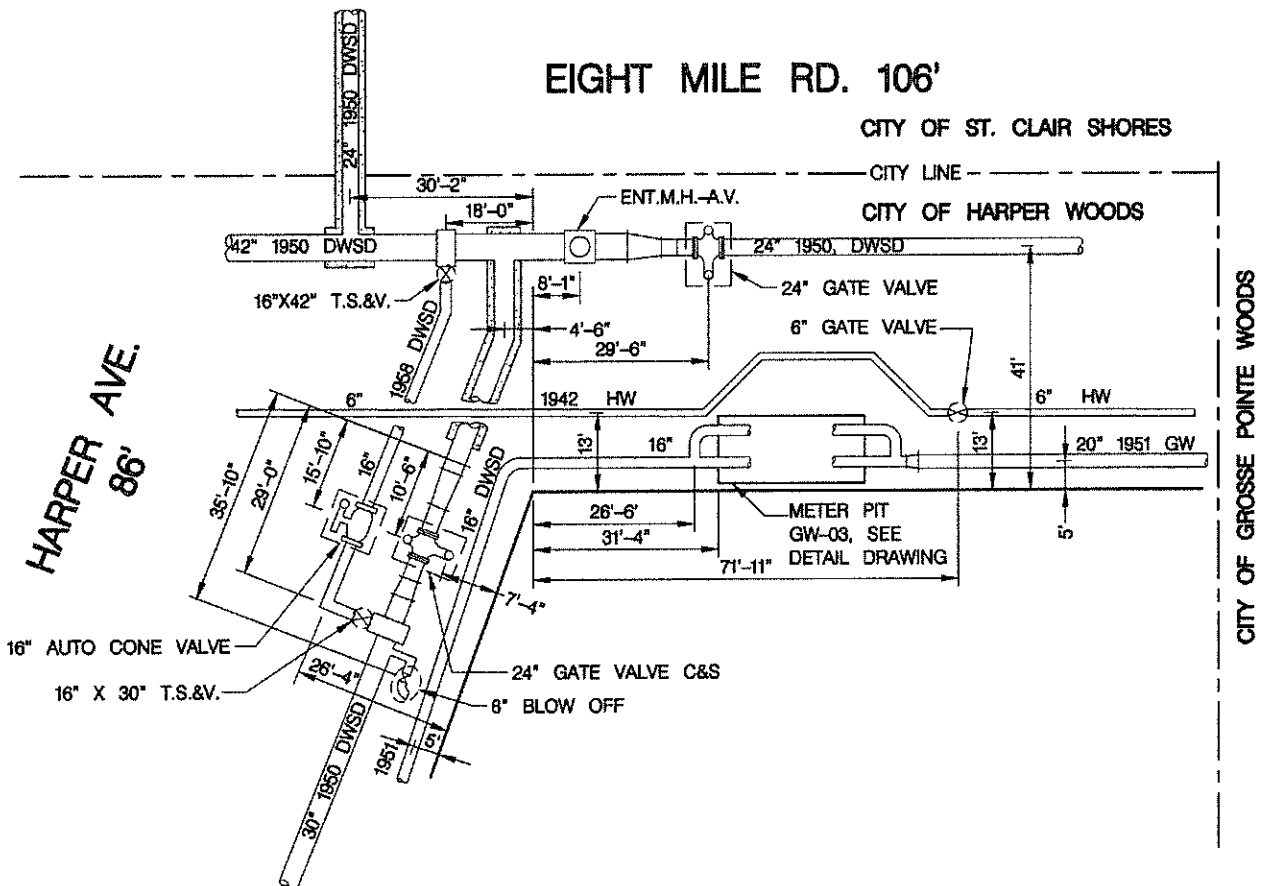
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

-UPSTREAM PRESSURE TRANSMITTER,
 DWSD OWNERSHIP AND MAINTENANCE

ADDRESS _____ 20829 VERNIER
 FEED TO _____ CITY OF GROSSE POINTE WOODS
 FEED FROM _____ CITY OF DETROIT
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8" X 2"
 METER NUMBER _____ 8") 1452363 & 2") 1449306
 DATE METER SET _____ 9/16/1995
 METER PIT CONST & SIZE _____ CONC. 20'-0" X 9'-1" I.D.
 GATE BOOK No _____ E-973
 REMARKS _____ UPDATED 1103



EXHIBIT-A
GW-03
EIGHT MILE RD. AND HARPER
CITY OF GROSSE POINTE WOODS



GW- CITY OF GROSSE POINTE WOODS
OWNERSHIP AND MAINTENANCE

HW- CITY OF HARPER WOODS
OWNERSHIP AND MAINTENANCE

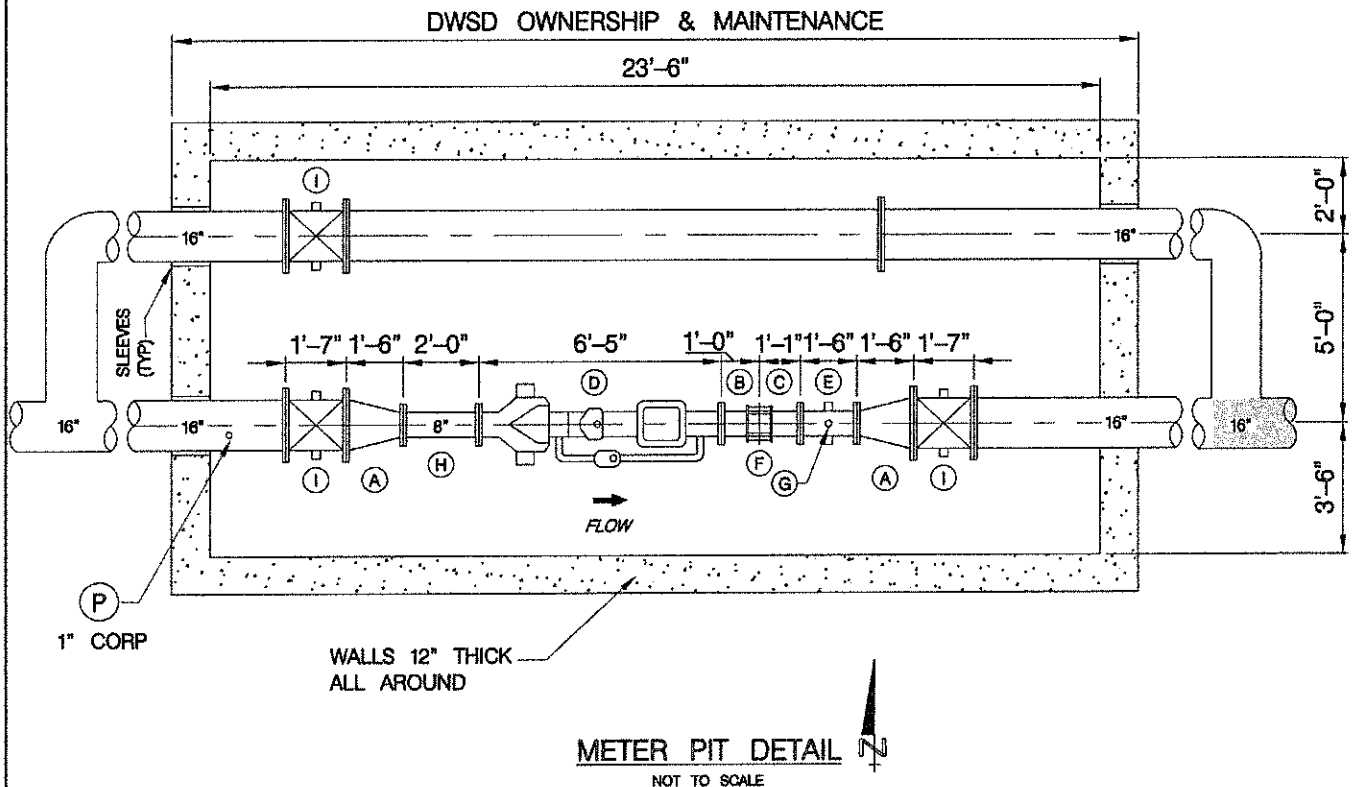
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.

GW
03

EXHIBIT-A
GW-03
EIGHT MILE RD. AND HARPER AVE.
CITY OF GROSSE POINTE WOODS



LEGEND		
TAG	QTY	DESCRIPTION
A	2	16" X 8" DUCTILE IRON CONCENTRIC REDUCER
B	1	8" X 12" FxPE DUCTILE IRON SPOOL PIECE
C	1	8" X 13" FxPE DUCTILE IRON SPOOL PIECE
D	1	8" SENSUS FIRELINE METER W' U.L. STRAINER & 2" BYPASS
E	1	8" X 3" DUCTILE IRON TEE
F	1	8" DRESSER STYLE 38 COUPLING
G	1	3" TEST TEE ASSEMBLY (BY OTHERS)
H	1	8" X 24" FxF DUCTILE IRON SPOOL PIECE
I	3	16" GATE VALVE

 GROSSE POINTE WOODS OWNERSHIP AND MAINTENANCE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

 UPSTREAM PRESSURE TRANSMITTER, DWSO OWNERSHIP AND MAINTENANCE

ADDRESS _____ 20998 HARPER
 FEED TO _____ CITY OF GROSSE POINTE WOODS
 FEED FROM _____ CITY OF DETROIT
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8" X 2"
 METER NUMBER _____ 8") 1452872 & 2") 1449307
 DATE METER SET _____ 11/21/1995
 METER PIT CONST & SIZE _____ CONC. 23'-6" X 10'-6" I.D.
 GATE BOOK No _____ E-971A
 REMARKS _____ UPDATED 11/03



SECOND AMENDED EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)
Pressure Range and Maximum Flow Rate (Table 2)
Flow Split Assumptions (Table 3)
Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

SECOND AMENDED EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	105,000	52,500
2010	105,000	52,500
2011	85,000	42,500
2012	85,000	42,500
2013	85,000	42,500
2014	85,000	42,500
2015	92,000	46,000
2016	92,000	46,000
2017	92,000	46,000
2018	92,000	46,000
2019	92,000	46,000
2020	<i>92,000</i>	<i>46,000</i>
2021	<i>92,000</i>	<i>46,000</i>
2022	<i>92,000</i>	<i>46,000</i>
2023	<i>92,000</i>	<i>46,000</i>
2024	<i>92,000</i>	<i>46,000</i>
2025	<i>92,000</i>	<i>46,000</i>
2026	<i>92,000</i>	<i>46,000</i>
2027	<i>92,000</i>	<i>46,000</i>
2028	<i>92,000</i>	<i>46,000</i>
2029	<i>92,000</i>	<i>46,000</i>
2030	<i>92,000</i>	<i>46,000</i>
2031	<i>92,000</i>	<i>46,000</i>
2032	<i>92,000</i>	<i>46,000</i>
2033	<i>92,000</i>	<i>46,000</i>
2034	<i>92,000</i>	<i>46,000</i>
2035	<i>92,000</i>	<i>46,000</i>
2036	<i>92,000</i>	<i>46,000</i>
2037	<i>92,000</i>	<i>46,000</i>
2038	<i>92,000</i>	<i>46,000</i>
2039	<i>92,000</i>	<i>46,000</i>

SECOND AMENDED EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter GW-01		Meter GW-02		Meter GW-03		Max Day	Peak Hour
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>		
2009	53	74	45	55	43	55	5.36	8.78
2010	53	74	45	55	43	55	5.36	7.07
2011	53	74	45	55	43	55	4.96	4.96
2012	53	74	45	55	43	55	4.96	4.96
2013	53	74	45	55	43	55	4.96	4.96
2014	53	74	45	55	43	55	4.96	4.96
2015	53	74	45	55	43	55	4.96	4.96
2016	53	74	45	55	43	55	4.96	4.96
2017	53	74	45	55	43	55	4.96	4.96
2018	53	74	45	55	43	55	4.96	4.96
2019	53	74	45	55	43	55	4.96	4.96
2020	53	74	45	55	43	55	4.96	4.96
2021	53	74	45	55	43	55	4.96	4.96
2022	53	74	45	55	43	55	4.96	4.96
2023	53	74	45	55	43	55	4.96	4.96
2024	53	74	45	55	43	55	4.96	4.96
2025	53	74	45	55	43	55	4.96	4.96
2026	53	74	45	55	43	55	4.96	4.96
2027	53	74	45	55	43	55	4.96	4.96
2028	53	74	45	55	43	55	4.96	4.96
2029	53	74	45	55	43	55	4.96	4.96
2030	53	74	45	55	43	55	4.96	4.96
2031	53	74	45	55	43	55	4.96	4.96
2032	53	74	45	55	43	55	4.96	4.96
2033	53	74	45	55	43	55	4.96	4.96
2034	53	74	45	55	43	55	4.96	4.96
2035	53	74	45	55	43	55	4.96	4.96
2036	53	74	45	55	43	55	4.96	4.96
2037	53	74	45	55	43	55	4.96	4.96
2038	53	74	45	55	43	55	4.96	4.96

SECOND AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2014-2018)
GW-01	70 – 100 %
GW-02	0 – 5 %
GW-03	0 – 30 %

Table 4
Addresses for Notice

If to the Board: Director Detroit Water and Sewerage Department 735 Randolph Detroit, Michigan 48226 Attention: General Counsel	If to Customer: City Administrator City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, Michigan 48236 Cc: Director of Public Services
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CITY OF GROSSE POINTE WOODS
MEMORANDUM

9C

Date: December 13, 2013

To: Mayor and City Council

ABSA

From: Al Fincham, City Administrator

Subject: 2014 Commission Appreciation Reception

Annually, the City of Grosse Pointe Woods hosts the Commission Appreciation Reception honoring various Commission Members who volunteer within the City of Grosse Pointe Woods.

It is my recommendation that the event be held in the city's Community Center and that City Council authorize the City Administrator to sign any contracts in an amount to exceed \$10,000. This item is a budgeted item in the 13/14 FY budget, account #101-101-881.000, in the amount of \$10,000.

RECEIVED

DEC 05 2013

9D

CITY OF GROSSE PTE. WOODS

19787 Ida Lane East
Grosse Pointe Woods, MI 48236

December 3, 2013

Robert Novitke, Mayor
City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

Dear Mayor Novitke,

This letter is to advise you that I do not wish to be re-appointed to the Grosse Pointe Woods Planning Commission. My term ends on December 31, 2013.

Sincerely,




Carroll Evola

CITY OF GROSSE POINTE WOODS

Office of the City Clerk

Memorandum

DATE: December 5, 2013
TO: Mayor and City Council
FROM: Lisa Hathaway, City Clerk 
SUBJECT: FY 2013/14 Budget amendment

The Grosse Pointe Public Schools has called for an election to be held on February 25, 2014. The City Clerk's 2013/14 Election Supplies account has a balance of \$9,600.00. Costs to administer this election will be approximately \$18,000.00, which will be reimbursed by the school system.

I recommend the City Council authorize a budget amendment in the amount of \$9,000.00 from the General Fund fund balance into the City Clerk's Election Supplies Account No. 101.215.731.000.

104

RECEIVED
DEC 10 2013
CITY OF GROSSE POINTE WOODS

MEMO 13 - 41

TO: Alfred Fincham, City Administrator

FROM: Joseph J. Ahee, Director of Public Services *JJA*

DATE: December 9, 2013

SUBJECT: Wayne County Annual Permit Community Resolutions

Each year Wayne County issues the City of Grosse Pointe Woods an Annual Maintenance Permit to Construct, Operate, Use and/or Maintain – To Occupy the Right-of-Way of County Roads. The County also requires an Annual Pavement Restoration Permit and an Annual Permit for Special Events. As in prior years, the Model Community Resolutions and copies of the city's certificate of insurance must accompany the approved permits. Assistant City Attorney Chip Berschback previously reviewed the resolutions, which are unchanged from prior years, and has had no objections.

I recommend the City Council adopt the Model Community Resolutions authorizing execution of the annual maintenance permit, the annual pavement restoration permit, and the annual permit for special events, authorize the Director of Public Services to sign the permits, and authorize the City Clerk to forward said documents to Wayne County.

If you have any questions concerning this matter please contact me.

Attachments

c.c. Dee Ann Irby
O/F

Recommended for Approval as Submitted:

Alfred Fincham

Alfred Fincham, City Administrator

12-10-13
Date

Dee Ann Irby

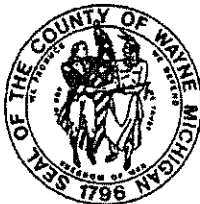
Dee Ann Irby, City Treasurer/Comptroller

12-10-13
Date

Council Approval Required

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Eileen Gardenhire
(734) 595-6504, Ext: 2030
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-14054

ISSUE DATE

1/1/2014

EXPIRES

12/31/2014

REVIEW No.

WORK ORDER

79636

PROJECT NAME

GROSSE POINTE WOODS - MAINTENANCE

LOCATION

VARIOUS ROADS ()

CITY/TWP

GROSSE POINTE WOODS

PERMIT HOLDER

CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA DR
GROSSE POINTE WOODS, MI 48236-2343

CONTRACTOR

MI

CONTACT

JOSEPH AHEE

(313) 343-2460

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLIATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY DATE PLANS APPROVED
PLAN REVIEW FEE.....	\$0.00		
PARK FEE.....	\$0.00		
OTHER FEE.....	\$0.00		
BOND.....	\$0.00		
INSPECTION DEPOSIT.....	\$0.00	LETTER OF CREDIT DEPOSITOR	REQUIRED ATTACHMENTS GENERAL CONDITIONS SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS INDEMNITY AND INSURANCE ATTACHMENT SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm
OTHER BOND	\$0.00		
TOTAL COSTS	\$0.00		
TOTAL CHECK AMOUNT			
\$0.00			
CASHIER	DATE		
	1/1/2014		

(PERMIT VALID ONLY IF ACCOMPANIED
BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JOSEPH AHEE
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Ms. Tawny Barnes
Permit Coordinator

DATE



Robert A. Ficano
County Executive

November 20, 2013

City Of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: Annual Maintenance Permit - A-14054

Attention: Joseph Ahee

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Tawny Barnes
33809 Michigan Avenue
Wayne MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Tawny Barnes
Permit Coordinator

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Annual Permit for Municipal Maintenance Attachment

An Annual Maintenance Permit issued to a city, township or village within Wayne County shall be accompanied by a blanket resolution which a) agrees to fulfill all permit obligations and conditions, b) Indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity. c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf. The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer
1. A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:
 - a. For all water service connections larger than a two inch (2") diameter
 - b. For any water service connection that serves more than one customer
 - c. Whenever work is to be performed in a new subdivision
 - d. For any sanitary sewer service connection

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.
2. A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Permit Conditions

1. A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL MAINTENANCE PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of Community
Governing Board) on _____ (date), the following resolution was
offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs and annual maintenance work on local and County roads located entirely within
the boundaries of the Community, as needed from time to time to maintain the roads in a
condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits
and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the
Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the
County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or
corporations furnishing or supplying work, services, materials, or supplies to the
Community as the result of the Community's installation, construction, operation, repair
or maintenance activities which are being performed under the terms of the Permit on,
over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and
for loss of or damage to property, and environmental damage or degradation, and from
attorney's fees and related costs arising out of, under, or by reason of the Community's
installation, construction, operation, repair or maintenance activities which are being
performed under the terms of the Permit on, over, and/or under the County right-of-way
or any local road, except claims resulting from the direct negligence or willful acts or
omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors or any other person not a
party to the Permit without its specific prior written consent and notwithstanding the
issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name

and/or

Title

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____ (name of Community), County of Wayne, Michigan, on _____.



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: The Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/11/2013												
PRODUCER Municipal Insurance Alliance 1700 Opdyke Court Auburn Hills, MI 48326 248-650-2736		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236 313-343-2440		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: U.S. Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: U.S. Specialty Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: U.S. Specialty Insurance Company														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR	ADPT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PKG80820016	10-1-13	10-1-14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 50,000 GENERAL AGGREGATE \$ included PRODUCTS - COMPROP AGG \$ 3,000,000 PRODUCTS - COMPROP AGG \$ included
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				PKG80820016
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	A	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PKG80820016	10-1-13	10-1-14	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 9 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Wayne County Department of Public Services shall be a Certificate Holder. Wayne County, its officers, officers, agents and employees shall be named additional insured parties with respects to Permit A-14054 - Grosse Pointe Woods - Maintenance of Various Roads. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

Wayne County Department of
Public Services
Engineering Division-Permits
33809 Michigan Avenue
Wayne, Michigan 48184

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184 PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Eileen Gardenhire (734) 595-6504, Ext: 2030 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-14109	
ISSUE DATE 1/1/2014	EXPIRES 12/31/2014
REVIEW No.	WORK ORDER 79349

PROJECT NAME
 GROSSE POINTE WOODS - PAVEMENT RESTORATION

LOCATION VARIOUS	CITY/TWP GROSSE POINTE WOODS
---------------------	---------------------------------

PERMIT HOLDER CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA DR GROSSE POINTE WOODS, MI 48236-2343	CONTRACTOR MI
CONTACT JOSEPH AHEE (313) 343-2460	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND..... \$0.00 TOTAL COSTS \$0.00	DEPOSITOR LETTER OF CREDIT DEPOSITOR	APPROVED PLANS PREPARED BY PLANS APPROVED BY DATE PLANS APPROVED 1/1/2014 REQUIRED ATTACHMENTS GENERAL CONDITIONS INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm
TOTAL CHECK AMOUNT \$0.00 CASHIER DATE 1/1/2014	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)	

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JOSEPH AHEE PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Ms. Tawny Barnes Permit Coordinator

Wayne County Department of Public Services

FUND

NUMBER

WORK ORDER**1****ROAD**

Number

Name

79349

DATE ISSUED

1/1/2014

DATE REVISED

TYPE

CLASS

BILLING

ESTIMATED COST

☒ Standing☒ Recoverable☐ Monthly

Labor

☐ Special☐ Non-Recoverable☒ Completion

Equipment

☐ Undetermined☐ No Bill

Material

TOTAL

COMPUTER DESCRIPTION

A-14109 - GROSSE POINTE WOODS - PAVEMENT RESTORATION - GROSSE POINTE WOODS

USE ONLY WITH
FUNCTION ACTIVITY

67 032 037

67 109 110

67 111 112

67 113

67 131 132

67 137

67 151 152

67 154 158

67 171 178

67 182 184

67 202

67 271 274

67 275 276

67 303 313

67 461 462

67 463 464

67 527

DETAILED DESCRIPTION OF WORK

ALL COUNTY INSPECTION COSTS INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS, EMERGENCY WORK BY COUNTY FORCES SUCH AS REPAIR OF ROAD, SURFACE DRAINAGE, LIGHTING, BARRICADES, ROAD SIGNS, DAMAGE TO TREES, AND/OR SHRUBS, ETC.

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO

DEPOSITOR:

CREDITS:

BOND: \$0.00

REMARKS OR OTHER BILLING INSTRUCTIONS

NAME	DIVISION	NO.	SENT	INDIVIDUAL RESPONSIBLE FOR CLOSING WORK ORDER
Sami Khaldi	Permit Office	1		WORK COMPLETION REPORT Date Completed: Reported By: Date Received by Accounting
Paul Gluszak	Testing Office	1		
J. Phil McGuire	Traffic	1		
Time Office	Norton Yard	1		
				RECORDED IN DATA PROCESSING DEPARTMENT

REQUESTED BY:

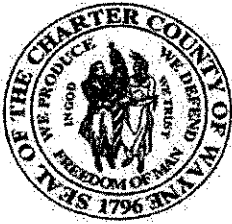
APPROVED BY:

APPROVED BY DIRECTOR OF FINANCE:

TAWNY BARNES, PERMIT COORDINATOR

ALI ALJAWAD, DIVISION PERMIT ENGINEER

RESPONSIBLE SUPERVISOR WILL RETURN THIS WORK ORDER TO THE ACCOUNTING DIVISION WHEN WORK IS COMPLETED.



Robert A. Ficano
County Executive

November 21, 2013

City Of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: Annual Pavement Restoration Permit - A-14109

Attention: Joseph Ahee

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Tawny Barnes
33809 Michigan Avenue
Wayne MI 48184**

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Tawny Barnes
Permit Coordinator

C: file

Attachments: Annual Permit
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL PAVEMENT RESTORATION PERMIT**

Resolution No. _____

At a Regular Meeting of the _____ (*Name of Community Governing Board*) on _____ (*date*), the following resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct permanent pavement repairs due to emergency repairs on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name

and/or

Title

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____(name of Community), County of Wayne, Michigan, on _____.



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: The Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/11/2013
PRODUCER Municipal Insurance Alliance 1700 Opdyke Court Auburn Hills, MI 48326 248-650-2736	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236 313-343-2440	INSURERS AFFORDING COVERAGE INSURER A: U.S. Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

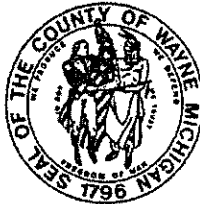
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS									
INBR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A		GENERAL LIABILITY	PKG80820016	10-1-13	10-1-14	EACH OCCURRENCE	\$ 1,000,000		
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000		
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 50,000		
						PERSONAL & ADV INJURY	\$ included		
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,000		
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ included		
A		AUTOMOBILE LIABILITY	PKG80820016	10-1-13	10-1-14	COMBINED SINGLE LIMIT (Ea accident)	\$		
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$		
	<input checked="" type="checkbox"/>	ALLOWED AUTOS				BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$		
		<input checked="" type="checkbox"/> HIRED AUTOS							
		<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A A		GARAGE LIABILITY	PKG80820016	10-1-13	10-1-14	AUTO ONLY - EA ACCIDENT	\$		
	<input type="checkbox"/>	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$		
						AGG	\$		
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$ 9,000,000		
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 9,000,000		
		<input type="checkbox"/> DEDUCTIBLE					\$		
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$		
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS	\$		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 9		
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$		
		OTHER				E.L. DISEASE - POLICY LIMIT	\$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Wayne County Department of Public Services shall be a Certificate Holder. Wayne County, its officers, officers, agents and employees shall be named additional insured parties with respects to Permit A-14109 - Grosse Pointe Woods - Pavement Restoration. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER Wayne County Department of Public Services Engineering Division-Permits 33809 Michigan Avenue Wayne, Michigan 48184	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
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PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Eileen Gardenhire (734) 595-6504, Ext: 2030 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-14142	
ISSUE DATE 1/1/2014	EXPIRES 12/31/2014
REVIEW No.	WORK ORDER

PROJECT NAME
GROSSE POINTE WOODS - SPECIAL EVENTS

LOCATION VARIOUS	CITY/TWP GROSSE POINTE WOODS
---------------------	---------------------------------

PERMIT HOLDER CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA DR GROSSE POINTE WOODS, MI 48236-2343	CONTRACTOR MI
CONTACT JOSEPH AHEE (313) 343-2460	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

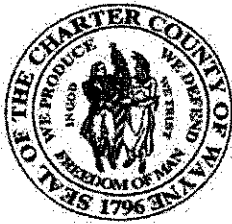
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00	DEPOSITOR LETTER OF CREDIT DEPOSITOR	APPROVED PLANS PREPARED BY PLANS APPROVED BY DATE PLANS APPROVED 1/1/2014 REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm
CASHIER DATE 1/1/2014	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)	

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JOSEPH AHEE PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Ms. Tawny Barnes DATE



Robert A. Ficano
County Executive

November 22, 2013

City Of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: Annual Permit for Special Events - A-14142

Attention: Joseph Ahee

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Annual Special Events Attachment for Municipalities*
2. *Banner Attachment for Municipalities*
3. *General Conditions and Limitations of Permits*
4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue an addendum to this permit authorizing the special event activities.

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

http://waynecounty.com/dps_engineering_cpoffice.htm


Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Tawny Barnes
33809 Michigan Avenue
Wayne MI 48184**

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,

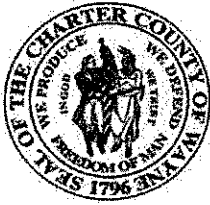


Tawny Barnes
Permit Coordinator

C: file

Attachments:

*Annual Permit
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Model Community Resolution*



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Addendum Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

An addendum, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

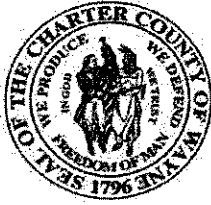
Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, an addendum will be issue authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MUTCD. (<http://mutcd.fhwa.dot.gov>)
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Addendum Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

An addendum, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, an addendum will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL SPECIAL EVENTS PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (*Name of Community Governing Board*) on _____ (*date*), the following resolution was offered:

WHEREAS, the _____ (hereinafter the "*Community*") requests an annual permit from the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "*County*") to temporarily close a County road for a parade, event, celebration, block party or similar activity or, to erect a banner within the County road right-of-way, and the County road or road-right-of-way is located entirely within the boundaries of the Community;

WHEREAS, pursuant to Act 200 of 1969, being MCL 247.323 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such an Annual Permit, the Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name

and/or

Title

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____ (name of Community), County of Wayne, Michigan, on _____.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: The Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/11/2013
PRODUCER Municipal Insurance Alliance 1700 Opdyke Court Auburn Hills, MI 48326 248-650-2736		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236 313-343-2440		
		INSURERS AFFORDING COVERAGE
		INSURER A: U.S. Specialty Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADBL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR	PKG80820016	10-1-13	10-1-14	EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 50,000
						PERSONAL & ADV INJURY \$ included
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COM/OP AGG \$ included
A	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PKG80820016	10-1-13	10-1-14	COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC AGG \$
A	A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE	PKG80820016	10-1-13	10-1-14	EACH OCCURRENCE \$ 9,000,000
		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 9,000,000
						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below						E.L. EACH ACCIDENT \$
OTHER						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Wayne County Department of Public Services shall be a Certificate Holder. Wayne County, its officers, officers, agents and employees shall be named additional insured parties with respects to Permit A-14142 - Grosse Pointe Woods-Special Events. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

Wayne County Department of Public Services
Engineering Division-Permits
33809 Michigan Avenue
Wayne, Michigan 48184

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
440 EAST CONGRESS
5TH FLOOR
DETROIT, MICHIGAN 48226
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

RECEIVED

DEC 05 2013

CITY OF GROSSE PTE. WOODS

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Mr. Al Fincham, City Administrator

December 01, 2013

Client: 000896

Matter: 000000

Invoice #: 103486

REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative
to the above matter:

TOTAL

\$408.90

G.7

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Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through November 30, 2013

DATE	ATTY	DESCRIPTION	HOURS
11/06/2013	DAH	Attention to revisions to the Command Officers contract; attention to emailing revised pages to POLC Representative Figurski.	1.25
11/18/2013	DBD	Attention to preparation for and attendance at City Council meeting with respect to pending contract ratification matters.	1.25
11/25/2013	DBD	Attention to telephone call to Mr. Fincham with respect to pending grievance matters and correspondence to Mr. Fincham with respect to pending grievance matters in the DPS.	0.25
Total Services			\$372.50

ATTORNEY	HOURS	RATE	AMOUNT
DAH DEBRA A. HOOPER	1.25	\$100.00	\$125.00
DBD DENNIS B. DuBAY	1.50	\$165.00	\$247.50

DISBURSEMENTS

11/22/2013	Document Reproduction	\$36.40
Total Disbursements		\$36.40

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attention: **Mr. Al Fincham, City Administrator**

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Page: 2

RE: GENERAL MATTERS

Total Amount Due

\$408.90